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ARTICLE _____

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CHILDCARE CENTERS

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X.1 The Employer and the Union recognize that family life has a significant impact upon employees' work lives. The Employer agrees to provide employees with access to the Employer's existing childcare center(s) on the same basis as presently provided.

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X.2 The Employer will notify the Union as soon as possible of any changes in employee access to the Employer's existing childcare center(s).

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For Union

For Employer

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7/30/04

7/30/04

ARTICLE _____

CLASSIFICATION

X.1 Classification Plan Revisions

A. The Employer will provide to the Union in writing any proposed changes to the classification plan including descriptions for newly created classifications. Upon request of the Union, the Employer will bargain the effect(s) of a change to an existing class or newly proposed classification.

B. The Employer will allocate or reallocate bargaining unit positions, including newly created positions, to the appropriate classification within the classification plan.

X.2 Position Review

Employee Initiated Review

An individual employee who believes that the duties of his or her position have changed, or that his or her position is improperly classified may request a review according to the following procedure:

A. The employee and/or the employee's immediate supervisor will complete and sign the appropriate form.

B. The supervisor will then send the completed form to the Employer's Human Resources Office. The Employer's Human Resources Office will review the completed form and make a decision regarding the appropriate classification within sixty (60) calendar days.

C. In the event the employee disagrees with the reallocation decision of the Employer, he or she may appeal the Employer's decision to the Director of the Department of Personnel within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Director of the Department of Personnel will then make a written determination which will be provided to the employee.

D. In accordance with the provisions of Chapter 357 WAC, the employee may appeal the determination of the Director of the Department of Personnel to the Personnel Appeals Board through December 31, 2005 and to the Washington Personnel Resources Board after December 31, 2005 within thirty (30) calendar days of being provided the written decision of the Director of Personnel. The appropriate board will render a decision which will be final and binding.

E. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the Employer.

F. Decisions regarding appropriate classification will be reviewed in accordance with this section and will not be subject to the grievance procedure specified in this Agreement.

F. Positions will not be reallocated during the incumbent's probationary period.

X.3 Effect of Reallocation:

A. Reallocation to a Class With a Higher Salary Range Maximum

1. If the employee has performed the higher-level duties for at least six (6) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status.
2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least six (6) months, the Employer must give the employee the opportunity to compete for the position if he or she possesses the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article X of this Agreement applies. If the employee is appointed, he or she must serve a trial service period.

B. Reallocation to a Class with an Equal Salary Range Maximum

1. If the employee meets the skills and abilities requirements of the position, the employee remains in the position and retains existing appointment status.

2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article X of this Agreement applies.

C. Reallocation to a Class with a Lower Salary Range Maximum

1. If the employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee retains existing appointment status and has the right to be placed on the employer's internal layoff list for the classification occupied prior to the reallocation.

2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article X of this Agreement applies.

X.4 Salary Impact of Reallocation

An employee whose position is reallocated will have his or her salary determined as follows:

A. Reallocation to a class with a higher salary range maximum

Upon appointment to the higher class, the employee's base salary will be increased to a step of the range for the new class, which is nearest to five percent (5%) higher than the amount of the pre-promotional step.

B. Reallocation to a class with an equal salary range maximum

The employee retains his or her previous base salary.

C. Reallocation to a class with a lower salary range maximum

The employee will be paid an amount equal to his or her current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position,

TA

August 31, 2004 6:00 pm

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the employee will be compensated at the salary he or she was receiving prior to the
reallocation downward, until such time as the employee vacates the position or his or her
salary falls within the new salary range.

For Union:

For Employer:

Date

Date

ARTICLE ____

COMMUTE TRIP REDUCTION AND PARKING

- X1. The Employer will continue to encourage but not require employees to use alternate means of transportation to commute to and from work consistent with the Commute Trip Reduction (CTR) law and the needs of the college community.
- X.2 The Employer and the Union recognize the value of compressed workweeks, flextime arrangements and telecommuting/telework.
- X.3 Employees will continue to be eligible to park in designated college parking areas in accordance with Employer policies. The Employer may establish and charge parking fees, assess fines for violations of motor vehicle and parking regulations, order the removal of vehicles parked in violation of regulations at the expense of the violator, and seek collection of any unpaid fines.

For Union:

For Employer:

Date

Date

TENTATIVE AGREEMENT

ARTICLE _____

DISCIPLINE

X.1 The Employer will not discipline any permanent employee without just cause.

X.2 Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such.

X.3 When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee.

X.4 The Employer has the authority to conduct investigations.

X.5 A. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available. Employees seeking representation are responsible for contacting their representative.

B. The role of the union representative in regard to Employer-initiated investigations is to provide assistance and counsel to the employee and not interfere with the Employer's right to conduct the investigation. Every effort will be made to cooperate in the investigation.

X.6 Employees placed on an alternate assignment during an investigation will not be prohibited from contacting their union steward unless there is a conflict of interest, in

1 which case the employee may contact another union steward. This does not preclude the
2 Employer from restricting an employee's access to institution or college premises.

3
4 X.7 Prior to imposing discipline, except oral or written reprimands, the Employer will inform
5 the employee in writing of the reasons for the contemplated discipline and an explanation
6 of the evidence. The Employer will provide the Union with a copy. The employee will be
7 provided an opportunity to respond either at a meeting scheduled by the Employer, or in
8 writing if the employee prefers. A pre-disciplinary meeting with the Employer will be
9 considered time worked.

10
11 X.8 The Employer will provide an employee with fifteen (15) calendar days written notice
12 prior to the effective date of a reduction in pay or demotion.

13
14 X.9 The Employer has the authority to impose discipline, which is then subject to the
15 grievance procedure set forth in Article X. Oral reprimands, however, may be processed
16 only through the institution or college top step of the grievance procedure.

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18 X.10 **Removal of Documents**

19
20 A. Written reprimands will be removed from an employee's personnel file after three
21 (3) years if:

- 22 1. Circumstances do not warrant a longer retention period; and
23 2. There has been no subsequent discipline; and
24 3. The employee submits a written request for its removal.

25
26 B. Records of disciplinary actions involving reductions-in-pay, suspensions or
27 demotions, and written reprimands not removed after three (3) years will be
28 removed after seven (7) years if:

- 29 1. Circumstances do not warrant a longer retention period; and

1 2. There has been no subsequent discipline; and

2 3. The employee submits a written request for its removal.

3
4 C. Nothing in this section will prevent the Employer from agreeing to an earlier
5 removal date, unless to do so would violate RCW 41.06.450.
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9 For the Union:

For the Employer:

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12 _____

13 date

date

ARTICLE _____

DRUG AND ALCOHOL FREE WORKPLACE

X.1 All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs. Each institution is required to comply with the Drug-Free Schools and Communities Act (DFSCA) and the Drug-Free Schools and Campuses Regulations in order to be eligible for federal funding.

X.2 Possession of Alcohol and Illegal Drugs

Employees may not use or possess alcohol while on duty, except when authorized by the institution's policy. The possession or use of illegal drugs is strictly prohibited.

X.3 Prescription and Over-the-Counter Medications

Employees taking physician-prescribed or over-the-counter medications, if there is a substantial likelihood that such medication will affect job safety, must notify their supervisor or other designated official of the fact that they are taking a medication and the side effects of the medication.

X.4 Drug and Alcohol Testing – Safety Sensitive Functions

A. Employees required to have a Commercial Driver's License (CDL) are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing shall be conducted in accordance with current institution policy.

B. In addition, employees who perform other safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents and reasonable suspicion testing. The testing shall be conducted in accordance with institution policy. For the purposes of this Article, employees who perform other safety-sensitive functions are

1 those positions where an employee is issued a firearm, and those licensed health care
2 professionals who administer or dispense medications as a part of their job duties.

3
4
5 C. Reasonable suspicion testing for alcohol or controlled substances may be directed by
6 the Employer for any employee performing safety sensitive functions when there is
7 reason to suspect that alcohol or controlled substance usage may be adversely affecting
8 the employee's job performance or that the employee may present a danger to the
9 physical safety of the employee or another. Specific objective grounds must be stated in
10 writing that support the reasonable suspicion. Examples of specific objective grounds
11 include but are not limited to:

- 12
13 1. Physical symptoms consistent with controlled substance and/or alcohol use;
14
15 2. Evidence or observation of controlled substance or alcohol use, possession, sale,
16 or delivery; or
17
18 3. The occurrence of an accident(s) where a trained manager, supervisor or lead
19 worker suspects controlled substance/alcohol usage may have been a factor.

20
21 D. Referral – Referral for testing will be made on the basis of specific objective grounds
22 documented by a supervisor or manager who has attended the training on detecting the
23 signs/symptoms of being affected by controlled substances/alcohol and verified by
24 another trained supervisor or manager.

25 26 **X.5 Drug and Alcohol Test – Post-Accident**

27 Post-accident drug and alcohol testing may be conducted by the Employer for any
28 employee when a work-related incident has occurred involving death, serious bodily
29 injury or significant property/environmental damage, or the potential for death, serious
30 bodily injury, or significant property/environmental damage, and when the employee's
31 action(s) or inaction(s) either contributed to the incident or cannot be completely

discounted as a contributing factor. Referral for post-accident testing will be made in accordance with X.4 D above.

X.6 Testing

Employees must submit to alcohol and/or controlled substance testing when required by the Employer, in accordance with X.4 & X.5. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he or she will be removed immediately from duty and transported to the collection site. The cost of testing, including the employee's salary will be paid by the Employer.

Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. All employees notified of a positive controlled substance or alcohol test result may request an independent test of their split sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.

An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including dismissal based on the incident that prompted the testing, including a violation of the drug and alcohol free work place rules.

X.7 Training

Training will be made available to managers and supervisors. The training will include:

- A. The elements of the Employer's Drug and Alcohol Free Workplace Program;
- B. The effects of drugs and alcohol in the workplace;
- C. Behavioral symptoms of being affected by controlled substances and/or alcohol; and

TA

September 2, 2004 10:00 am

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1 D. Rehabilitation services available.

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3 For Union:

For Management:

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6

date

date

ARTICLE _____

DUES DEDUCTION

X.1 Union Dues

When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee's salary, an amount equal to the fees or dues required to be a member of the Union. The Employer will provide payments for all said deductions to the Union at the Union's official headquarters each pay period.

X.2 Notification to Employees

The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive recognition and the union security provision. The Employer will furnish the employees appointed into bargaining unit positions with a dues authorization form.

X.3 Union Security

All employees covered by this Agreement, will as a condition of employment either become members of the Union and pay membership dues or, as non-members, pay a fee as described in A, B, and C below no later than the 30th day following the effective date of this Agreement or the beginning of their employment. If an employee fails to meet the conditions outlined below, the Union will notify the Employer and inform the employee that his or her employment may be terminated.

A. Employees who choose not to become union members must pay to the Union, no later than the 30th day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Union.

B. An employee who does not join the Union based on bona fide religious tenets, or teachings of a church or religious body of which they are members, shall make payments to the Union that are equal to its membership dues, less monthly union

Tentative Agreement

9/17/04 9:00 pm

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insurance premiums, if any. These payments will be used for purposes within the program of the Union that are in harmony with the employee's conscience. Such employees will not be members of the Union, but are entitled to all of the representational rights of union members.

C. The Union shall establish a procedure that any employee who makes a request may pay a representation fee equal to a pro rata share of collective bargaining expenses, rather than the full membership fee.

D. If an employee fails to meet the agency shop provision outlined above, the Union will notify the Employer and inform the employee that his or her employment may be terminated.

X. 4 The Employer agrees to deduct the membership dues, agency shop fee, non-association fee, or representation fee from the salary of employees who request such deduction in writing. Such request will be made on a Union payroll deduction authorization card.

X.5 Dues Cancellation

An employee may cancel his or her payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice. However, the cancellation may cause the employee to be terminated, subject to X.3, above.

Tentative Agreement

9/17/04 9:00 pm

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X.7 Indemnification

The Employer shall be held harmless by the Union and employees for compliance with this Article and any issues related to the deduction of dues and fees.

For the Union:

For the Employer:

TA

August 16, 2004 3:00 pm

Page 1 of 1

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ARTICLE _____

EMPLOYEE LOUNGE FACILITIES

X.1 The Employer will provide employee lounge facilities apart from work areas.

For the Union:

For the Employer:

date

date

ARTICLE _____
ENTIRE AGREEMENT

X.1 This Agreement constitutes the entire agreement and any past practice or agreement between the parties, whether written or oral, is null and void, unless specifically preserved in this Agreement.

X.2 With regard to WACs 251 and 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.

X.3 This Agreement supersedes specific provisions of institution policies with which it conflicts.

X.4 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and shall not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects/topics under the law.

For the Union:

For the Employer:

date

date

ARTICLE _____

FAMILY AND MEDICAL LEAVE

X.1 A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA), an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FMLA leave in a twelve (12) month period for any combination of the following:

1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child; or
2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work; or
3. Family medical leave to care for a spouse, son, daughter, or parent who suffers from a serious health condition that requires on-site care or supervision by the employee.

B. Entitlement to FMLA leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.

C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, personal holidays, compensatory time off, or shared leave.

X.2 The twelve (12) week FMLA leave entitlement is available to the employee, provided that eligibility requirements listed in Section X.1 are met. The FMLA leave entitlement period will be a rolling twelve (12) month period measured forward from the date an

employee begins FMLA leave. Each time an employee takes FMLA leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.

X.3 The Employer will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FMLA. The employee will be required to pay his or her share of health care premiums. The Employer may require an employee to exhaust all paid leave prior to using any leave without pay, except that the employee will be allowed to use eight (8) hours a month of accrued leave during each month to provide for the continuation of benefits as provided for by PEBB.

X.4 The Employer has the authority to designate absences that meet the criteria of the FMLA. The use of any paid or unpaid leave (excluding leave for a compensable work-related illness or injury and compensatory time) for an FMLA-qualifying event will run concurrently with, not in addition to, the use of the FMLA for that event. Employees will not be required to exhaust all paid leave prior to using any leave without pay for a compensable work-related injury or illness.

X.5 A. Parental leave will be granted to the employee for the purpose of bonding with his or her natural newborn, adoptive or foster child. Parental leave may extend up to six months, including time covered by the FMLA, during the first year after the child's birth or placement. Leave beyond the period covered by the FMLA may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at the top internal step of the grievance procedure in Article X.

B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave for pregnancy disability or other qualifying events, personal holiday, compensatory time, or leave without pay. Parental leave may be taken on an intermittent or reduced schedule basis in accordance with X5.A.

X.6 Serious health condition leave consistent with the requirements of the FMLA will be granted to an employee in order to care for a spouse, son, daughter, or parent who suffers from a serious medical condition that requires on-site care or supervision by the employee. Personal medical leave consistent with the requirements of the FMLA will be granted to an employee for his or her own serious health condition that requires the employee's absence from work. The Employer may require that such personal medical leave or serious health condition leave be supported by certification from the employee's or family member's health care provider.

X.7 Personal medical leave or serious health condition leave covered by the FMLA may be taken intermittently or on a reduced schedule basis when certified as medically necessary.

X.8 Upon returning to work after the employee's own FMLA-qualifying illness, the employee may be required to provide a fitness for duty certificate from a health care provider.

X.9 The employee will provide the Employer with not less than thirty (30) days' notice before the FMLA leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice when feasible.

X.10 An employee returning from FMLA leave will have return rights in accordance with FMLA.

For the Union:

For the Employer:

ARTICLE ____

GRIEVANCE PROCEDURE

X.1 The Union and the Employer agree that it is in their best interest to resolve disputes at the earliest opportunity and at the lowest level. Whenever possible, disputes should be resolved informally. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes.

X.2 Terms and Requirements

A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. Disciplinary action may be grieved, subject to the provisions of Article - Discipline, X.7. The term “grievant” as used in the Article includes the term “grievants.”

B. Filing a Grievance

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. The grievance will state the name of the employee or the names of the group of employees. The Union, as exclusive representative, is considered the only representative of the employee in grievance matters and has the right in a grievance to designate the person who will represent the employee on behalf of the Union.

C. Computation of Time

Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday.

Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

D. Failure to Meet Timelines

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

E. Contents

The written grievance must include the following information or it will not be processed:

1. The nature of the grievance;
2. The facts upon which it is based;
3. The specific article and section of the Agreement violated;
4. The specific remedy requested; and
5. The name and signature of the grievant(s) or the Union representative.

F. Modifications

No newly alleged violations may be made after the initial written grievance is filed, except by written mutual agreement.

G. Resolution

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

H. Withdrawal

A grievance may be withdrawn at any time.

I. Resubmission

If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

J. Pay

Union stewards will be provided a reasonable amount of time during their normal working hours to investigate and process grievances through Step 3 within the union steward's campus jurisdiction.

Grievants will be provided a reasonable amount of time during their normal working hours to meet with the union steward and/or staff representative to process a grievance and to prepare for meetings with the Employer. The grievant will obtain approval from his or her supervisor before attending a meeting. Notification will include the approximate amount of time the grievant expects the activity to take. Any institution business requiring the employee's immediate attention will be completed prior to attending the meeting. Attendance at meetings during the grievant's non-work hours will not be considered as time worked. Grievants may not use state vehicles to travel to and from a work site in order to prepare or process a grievance.

Grievants and union stewards will suffer no loss in pay for attending meetings with the Employer which are scheduled during their work time. Such meetings include informal attempts to resolve a potential grievance; the meetings required at each step of the grievance process; arbitration hearings; and any meetings scheduled as part of an alternative resolution process.

Grievants and union stewards will not be paid for the meetings with the Employer specified above which are held outside their normal working hours.

K. Group Grievances

No more than five (5) grievants will be permitted to attend grievance meetings.

L. Consolidation

Grievances arising out of the same set of facts may be consolidated by written agreement.

M. Bypass

Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

N. Discipline

Disciplinary grievances will be initiated at the level at which the disputed action was taken.

O. Grievance Files

Written grievances and responses will be maintained separately from the employee's personnel file.

X.3 Filing and Processing

A. Filing

A grievance must be filed within twenty-eight (28) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. Grievances at The Evergreen State College must be filed within fifty-six (56) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence.

B. Alternative Resolution Methods

Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

C. Processing

The Union and the Employer agree that in-person meetings are preferred at all steps of the grievance process and will make efforts to schedule in-person meetings, if possible.

Step 1. If the issue is not resolved informally, the Union may present a written grievance to the supervisor or designee with a copy to the Human Resources Office, within the twenty-eight (28) day period described above. The responsible supervisor, manager or designee will meet in person or confer by telephone with a union steward or staff representative, and the grievant within fourteen (14) days of receipt of the grievance, and will respond in writing to the Union within fourteen (14) days after the meeting.

Step 2. If the grievance is not resolved at Step 1, the Union may move it to the next step by filing it with the Human Resources Office, within fourteen (14) days of the Union's receipt of the Step 1 decision. The Human Resources Office will designate who will hear the grievance at Step 2. The designee will meet in person or confer by telephone with a union steward or staff representative, and the grievant within fourteen (14) days of receipt of the appeal and will respond in writing to the Union within fourteen (14) days after the meeting.

Step 3. If the grievance is not resolved at Step 2, the Union may move to the next step by filing it with the President/Chancellor, with a copy to the Human

Resources Office, within fourteen (14) days of the Union's receipt of the Step 2 decision. The President/Chancellor or designee will meet in person or confer by telephone with a union steward or staff representative and the grievant within fourteen (14) days of receipt of the appeal, and will respond in writing to the Union within fourteen (14) days after the meeting.

Note:

The Evergreen State College will have a 2-step grievance process. The hiring authority will hear step 1 grievances, and the appropriate Vice-President or designee will hear Step 2 grievances.

Election of Remedies

Arbitrating a claim under this Article constitutes a waiver of the right to pursue the same claim before the Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum. Pursuit of a claim before the Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum constitutes a waiver of the right to pursue the same claim through arbitration under this Article.

Step 4. If the grievance is not resolved at Step 3, the Union may file a demand for arbitration (with a copy of the grievance and all responses attached). It will be filed with the Director of the OFM Labor Relations Office (OFM/LRO) and the institution's Human Resource Office within twenty-one (21) days of receipt of the Step 3 decision. Within fifteen (15) days of the receipt of the arbitration demand, the OFM/LRO will either:

1. Schedule a pre-arbitration review meeting with the OFM/LRO Director or designee, the institution's Human Resource Office representative, and the Union's staff representative to review and attempt to settle the dispute. If the matter is not resolved in this pre-arbitration review, within fifteen (15) days of the meeting, the Union may file a demand to arbitrate the dispute with the

American Arbitration Association (AAA), with copies to OFM/LRO and the institution's Human Resource office.

OR

2. Notify the Union in writing that no pre-arbitration review meeting will be scheduled. Within fifteen (15) days of receipt of this notice, the Union may file a demand to arbitrate the dispute with the AAA, with copies to OFM/LRO and the institution's Human Resource office.

D. Selecting an Arbitrator

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.

E. Authority of the Arbitrator

1. The arbitrator will:

- a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
- b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
- c. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement;
- d. Not have the authority to order an employer to modify his or her staffing levels or to direct staff to work overtime.

2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

F. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room will be shared equally by the parties.
2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. The requesting party will pay the cost of the court reporter. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
4. Each party is responsible for the costs of its attorneys, representatives, witnesses, travel expenses, and any fees. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if he or she appears during his or her work time, providing the testimony given is related to his or her job function or involves matters he or she has

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1 witnessed and is relevant to the arbitration case. Every effort will be made to
2 avoid the presentation of repetitive witnesses. Grievants and their witnesses will
3 not be paid for travel to or from arbitration hearings, but may use leave for such
4 activities. The Union is responsible for paying any travel or per diem expenses
5 for its witnesses, the grievant and the union steward.

ARTICLE ____

HIRING AND APPOINTMENTS

X.1 Filling Positions

The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. The Employer can fill a position on a full time or part time basis. When filling positions, the Employer will consider employees on the appropriate layoff list and the most senior candidate on the internal layoff list with the required skills and abilities who has indicated an appropriate geographic availability will be appointed to the position. If there are no names on the internal layoff list, the Employer will consider internal promotional, transfer, and voluntary demotion candidates prior to consideration of external candidates, all of whom must have the skills and abilities to perform the duties of the position being filled. Positions will be posted for at least ten (10) calendar days.

X.2 Types of Appointment**A. Regular Employment**

The Employer may fill a position with a regular employment appointment for positions scheduled to work twelve (12) months per year.

B. Cyclic Year Employment

The Employer may fill a position with a cyclic year appointment for positions scheduled to work less than twelve (12) full months each year, due to known, recurring periods in the annual cycle when the position is not needed. Before the start of each annual cycle, incumbents of cyclic year positions will be informed, in writing, of their scheduled periods of leave without pay in the ensuing cycle. Such periods of leave without pay will not constitute a break in service.

1 When additional work is required of a cyclic position during a period for which the
2 position was scheduled for leave without pay, the temporary work will be offered to
3 the incumbent. The incumbent will be allowed at least three (3) working days in
4 which to accept or decline the offer. Should the incumbent decline the work, it will
5 be offered to other cyclic employees, in the same classification, with the necessary
6 skills and abilities, in order of seniority, before being filled by other means.

7
8 C. Project Employment

- 9 1. The Employer may appoint employees into project positions for which
10 employment is contingent upon state, federal, local, grant, or other special
11 funding of specific and of time-limited duration. The Employer will notify the
12 employees, in writing, of the expected ending date of the project employment.
13
14 2. Employees who have entered into project employment without previously
15 attaining permanent status will serve a probationary period. Employees will gain
16 permanent project status upon successful completion of their probationary period.
17
18 Employees with permanent project status will serve a trial service period when
19 they:
20 a. promote to another job classification within the project; or
21 b. transfer or voluntarily demote within the project to another job classification in
22 which they have not attained permanent status.
23
24 3. The Employer may consider project employees with permanent project status for
25 transfer, voluntary demotion, or promotion to non-project positions. Employees
26 will serve a trial service period upon transfer, voluntary demotion, or promotion
27 to a non-project position.
28
29 4. When the Employer converts a project appointment into a permanent
30 appointment, the employee will serve a probationary or trial service period.

- 1
- 2 5. The layoff and recall rights of project employees will be in accordance with the
- 3 provisions in Article X, Layoff and Recall.
- 4

5 D. In-Training Employment

- 6 1. The Employer may designate specific positions, groups of positions, or all
- 7 positions in a job classification or series as in-training. The Employer will
- 8 document the training program, including a description and length of the program.
- 9 The Employer will discuss any proposed in-training series at a Union-
- 10 Management Communications Committee meeting prior to implementation.
- 11
- 12 2. A candidate who is initially hired into an in-training position must successfully
- 13 complete the job requirements of the appointment. The Employer may separate
- 14 from classified service, any employee who has completed the probationary period
- 15 for an in-training appointment but does not successfully complete the subsequent
- 16 trial service periods required by the in-training program. Employees who are not
- 17 successful may be separated at any time with one (1) working day's notice from
- 18 the Employer.
- 19
- 20 3. An employee with permanent status who accepts an in-training appointment will
- 21 serve a trial service period or periods, depending on the requirements of the in-
- 22 training program. The Employer may revert an employee who does not
- 23 successfully complete the trial service period or periods at any time with one (1)
- 24 working day's notice. The employee's reversion right will be to the job
- 25 classification that the employee held permanent status in prior to his or her in-
- 26 training appointment, in accordance with Subsections X.5.B.3 and X.5.B.4 of this
- 27 Article.
- 28
- 29 4. A trial service period may be required for each level of the in-training
- 30 appointment, or the entire in-training appointment may be designated as the trial

1 service period. The Employer will determine the length of the trial service period
2 or periods to be served by an employee in an in-training appointment.

3
4 5. If a trial service period is required for each level of the in-training appointment,
5 the employee will attain permanent status upon successful completion of the
6 training program at each level.

7
8 6. If the entire in-training program—meaning all levels within the in-training
9 appointment—is designated as a trial service period, the employee will attain
10 permanent status upon successful completion of the training requirements for the
11 entire in-training program.

12
13 **X.3 Employee Status**

14 A. Classified

15 An employee will attain permanent status in the classified service upon completion of a
16 probationary review period.

17
18 B. Position

19 An employee will attain permanent status in a job classification upon his or her
20 successful completion of a probationary, trial service, or transition review period.

21
22 **X.4. Release Time for Interviews**

23 Release time will be granted for the purposes of interviewing for positions within the
24 employee's college. Release time of up to four (4) hours per fiscal year will be granted
25 for travel and interviews within the district.

26
27 **X.5 Certification of Applicants**

28 The Employer will determine the number of applicants to be certified to the hiring
29 official for consideration. All employees on the internal layoff list for the classification,
30 and all promotional, transfer and voluntary demotion candidates, who have the skills and

abilities to perform the duties of the position will be certified and will be considered by the Employer, prior to consideration of other candidates.

X.6 Review Periods

A. Probationary Period

1. Every permanent employee whether part-time or full-time, following his or her initial appointment to a permanent position, will serve a probationary period of six (6) months. The Employer may extend the probationary period for an individual employee or for all employees in a class as long as the extension does not cause the total period to exceed twelve (12) months.
2. The Employer may separate a probationary employee at any time during the probationary period, and such separation will not be subject to the grievance procedure in Article X.
3. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
4. An employee who transfers or is promoted prior to completing his or her initial probationary period will serve a new probationary period. The length of the new probationary period will be in accordance with Section X.6.A.1, unless adjusted by the Employer for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.

B. Trial Service Period

1. Except for those employees in an in-training appointment, all other employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained

permanent status, will serve a trial service period of six (6) consecutive months.

The Employer may extend the trial service period for an individual employee or for all employees in a class as long as the extension does not cause the total trial service period to exceed twelve (12) months.

2. Any employee serving a trial service period will have his or her trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.

3. With prior written notice by the Employer, all employees that have not successfully completed a trial service period may be offered an opportunity to revert to a position in the same institution that is:

a. Vacant and is within the trial service employee's previously held job classification; or

b. Vacant at or below the employee's previous salary range.

In either case, the employee being reverted must have the skills and abilities required for the vacant position. If the employee has not attained permanent status in the vacant position, the employee will be required to complete a trial service period.

4. An employee who has no reversion options or does not revert to the classification he or she held prior to the trial service period may request the Human Resources Office to place his or her name on the layoff list for positions in job classifications where he or she had previously attained permanent status.

5. An employee serving a trial service period may voluntarily revert to his or her former position within fifteen (15) calendar days after the appointment, provided that the position has not been filled or an offer has not been made to an applicant.

1 The Employer may consider requests after the fifteen (15) day period. After
2 fifteen (15) days, an employee serving a trial service period may voluntarily
3 revert at any time to a vacant position in the same college/district that is:
4

5 A. Within the employee's previously held job classification; or
6

7 B. at or below the employee's previous salary range.
8

9 If the employee has not attained permanent status in the job classification, the
10 employee will be required to complete a trial service period.
11

12 The reversion of employees who are unsuccessful during their trial service period is
13 not subject to the grievance procedure in Article X.
14

15 C. Transition Review Period

16 In accordance with Article X, Lay Off and Recall, the Employer may require an
17 employee to complete a transition review period.
18
19

20 For Union:

For Management:

21
22 _____
23 date

_____ date

ARTICLE ____

HOLIDAYS

X.1 Paid Holidays

The following days are paid holidays for all eligible employees:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
The day immediately after Thanksgiving	
Christmas Day	December 25
Personal Holiday	

X.2 Observance of Holidays

The Board of Trustees for each institution of higher education may establish calendars that observe holidays on dates other than those listed above, or as modified by current institutional practices.

X.3 Holiday Rules

The following rules apply to all holidays except the personal holiday:

A. Employees will be paid at a straight-time rate even though they do not work.

B. In addition to section A above, employees will be paid for the hours actually worked on a holiday at the overtime rate.

- 1
- 2 C. Permanent and probationary employees working twelve-month schedules or cyclic
- 3 year position employees who work full monthly schedules throughout their work year
- 4 will receive holiday pay if they were in pay status on the work day preceding the
- 5 holiday.
- 6
- 7 D. Cyclic year position employees scheduled to work less than full monthly schedules
- 8 throughout their work year qualify for holiday compensation if they work or are in
- 9 pay status on their last regularly scheduled working day preceding the holiday(s) in
- 10 that month. Cyclic year employees will be entitled to the number of paid hours on a
- 11 holiday in an amount proportionate to the time in pay status during the month to that
- 12 required for full-time employment.
- 13
- 14 E. Permanent and probationary employees will receive pay equivalent to the employee's
- 15 work shift on the holiday.
- 16
- 17 F. Nothing precludes the Employer, with prior notice, from switching an employee from
- 18 an alternate work schedule to a regular work schedule during the week of a holiday.
- 19
- 20 G. When a holiday falls on the employee's scheduled work day, that day will be
- 21 considered the holiday;
- 22
- 23 H. When a holiday falls on the employee's scheduled day off, he or she will receive the
- 24 equivalent time off.
- 25
- 26 I. When a holiday falls on a Saturday, the Friday before will be the holiday. When a
- 27 holiday falls on a Sunday, the following Monday will be the holiday.
- 28
- 29 J. The holiday for night shift employees whose schedule begins on one calendar day and
- 30 ends on the next calendar day will be determined by the institution. It will start either
- 31 at:

1
2 1. The beginning of the scheduled night shift that begins on the holiday, or

3
4 2. The beginning of the shift that precedes the calendar holiday.
5

6
7 **X.4 Personal Holidays**

8 An employee may choose one workday as a personal holiday during each calendar year if
9 the employee has been continuously employed by the institution for more than four (4)
10 months.
11

12 A. An employee who is scheduled to work less than six (6) continuous months over a
13 period covering two (2) calendar years will receive only one (1) personal holiday
14 during this period.
15

16 B. The institution will release the employee from work on the day selected as the
17 personal holiday if:

18 1. The employee has given at least fourteen (14) calendar days' written notice to
19 the supervisor. However, the supervisor has the discretion to allow a shorter
20 notice period.
21

22 2. The number of employees choosing a specific day off allows an institution to
23 continue its work efficiently and not incur overtime.
24

25 C. Personal holidays may not be carried over to the next calendar year except when an
26 eligible employee's request to take his or her personal holiday has been denied or
27 canceled. The employee will attempt to reschedule his or her personal holiday during
28 the balance of the calendar year. If he or she is unable to reschedule the day, it will
29 be carried over to the next calendar year.
30

1 D. Institutions may adopt eligibility policies to determine which requests for particular
2 dates will be granted if all requests cannot be granted.

3
4 E. Personal holidays are pro-rated for less than full time employees.

5
6 F. The pay for a full-time employee's personal holiday is eight (8) hours.

7
8 G. Part or all of a personal holiday may be donated to another employee for shared leave
9 as provided in RCW 1.16.050 and WAC 357-XX-XXX. Any remaining portions of a
10 day must be taken as one (1) absence.

11
12
13 For Union:

For Employer:

14
15 _____
16 date

date

ARTICLE ____
HOURS OF WORK

X.1 Definitions

- A. Full-time Employees: Employees who are scheduled to work an average of forty (40) hours per workweek.
- B. Law Enforcement Employees: Employees of The Evergreen State College who work in positions that meet the law enforcement criteria of Section 7 (k) of the Fair Labor Standards Act (FLSA).
- C. Part-time Employees: Employees who are scheduled to work less than an average of forty (40) hours per workweek.
- D. Workday: One of seven (7) consecutive, twenty-four (24) hour periods in a workweek.
- E. Work Schedules: Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.
- F. Work Shift: The hours an employee is scheduled to work each workday in a workweek.
- G. Workweek: A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will normally begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday or as otherwise designated by the appointing authority. If there is a change in their workweek, employees will be given written notification by the appointing authority.

1
2 **X.2 Determination**

3 Per state and federal law, the Employer will determine whether a position is overtime-
4 eligible or overtime-exempt. In addition, the Employer will determine if an overtime-
5 eligible position is a law-enforcement position.
6

7 **X.3 Overtime-Eligible Employees (excluding law enforcement employees)**

8 **A. Regular Work Schedules**

9 The regular work schedule for overtime-eligible employees will not be more than
10 forty (40) hours in a workweek, with two consecutive days off and starting and
11 ending times as determined by the requirements of the position and the Employer.

12 The Employer may adjust the regular work schedule with prior notice to the
13 employee.
14

15 **B. Alternate Work Schedules**

16 Workweeks and work shifts of different numbers of hours may be established for
17 overtime-eligible employees by the Employer in order to meet business and customer
18 service needs, as long as the alternate work schedules meet federal and state laws
19 requirements. When there is a holiday, employees may be required to switch from
20 their alternate work schedules to regular work schedules.
21

22 **C. Temporary Schedule Changes**

23 Employees' workweeks and/or work schedules may be temporarily changed with
24 prior notice from the Employer. A temporary schedule change is defined as a change
25 lasting twenty-one (21) calendar days or less. Overtime-eligible employees will
26 receive three (3) calendar days' written notice of any temporary schedule change.
27 The day that notification is given is considered the first day of notice. Adjustments in
28 the hours of work of daily work shifts during a workweek do not constitute a
29 temporary schedule change.
30
31

1 D. Permanent Schedule Changes

2 Employees' workweeks and work schedules may be permanently changed with prior
3 notice from the Employer. Overtime-eligible employees will receive seven (7)
4 calendar days' written notice of a permanent schedule change. The day notification is
5 given is considered the first day of notice. Adjustments in the hours of work of daily
6 work shifts during a workweek do not constitute a permanent schedule change.

7
8 E. Emergency Schedule Changes

9 The Employer may adjust an overtime-eligible employee's workweek and work
10 schedule without prior notice in emergencies or unforeseen operational needs.

11
12 F. Employee-Requested Schedule Changes

13 Overtime-eligible employees' workweeks and work schedules may be changed at the
14 employee's request and with the Employer's approval, provided the Employer's
15 business and customer service needs are met and no overtime expense is incurred.

16
17 X. 4 **Overtime-Eligible Law Enforcement Employee Work Schedules**

18 The regular work schedule for full-time overtime-eligible law enforcement employees
19 will not be more than one hundred and sixty (160) hours in a twenty-eight (28) day
20 period.

21
22 Work schedules may be changed on a temporary, permanent, emergency or employee-
23 requested basis in accordance with Section X.3.C through F, above.

24
25 X.5 **Overtime-Eligible Unpaid Meal Periods**

26 The Employer and the Union agree to unpaid meal periods that vary from and supersede
27 the unpaid meal period requirements required by WAC 296-126-092. Unpaid meal
28 periods for employees working more than five (5) consecutive hours, if entitled, will be a
29 minimum of thirty (30) minutes and will be scheduled as close to the middle of the work
30 shift as possible, taking into account the Employer's work requirements and the
31 employee's wishes. Employees working three (3) or more hours longer than a normal

work day will be allowed an additional thirty (30) minute unpaid meal period. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume his or her unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods will not be combined.

X.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules

The Employer and the Union agree to paid meal periods that vary from and supersede the paid meal period requirements of WAC 296-126-092. Employees working straight shifts will not receive a paid meal period, but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Meal periods for employees on straight shifts do not require relief from duty.

X.7 Overtime-Eligible Rest Periods

The Employer and the Union agree to rest periods that vary from and supersede the rest periods required by WAC 296-126-092. Employees will be allowed rest periods of fifteen (15) minutes for each one (1) half shift of four (4) or more hours worked at or near the middle of each one (1) half shift of four (4) or more hours. Rest periods do not require relief from duty. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each half shift, scheduled rest periods are not required. Rest periods may not be used for late arrival or early departure from work and rest and meal periods will not be combined.

X.8 Overtime-Exempt Employees

Overtime-exempt employees are not covered by federal or state overtime laws. Compensation is based on the premise that overtime-exempt employees are expected to work as many hours as necessary to provide the public services for which they were hired. These employees are accountable for their work product, and for meeting the

objectives of the institution for which they work. The Employer's policy for all overtime-exempt employees is as follows:

A. The Employer determines the products, services, and standards which must be met by overtime-exempt employees.

B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. Full-time overtime-exempt employees are expected to work a minimum of forty (40) hours in a workweek and part-time overtime-exempt employees are expected to work proportionate hours. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.

C. The salary paid to overtime-exempt employees is full compensation for all hours worked.

D. Overtime-exempt employees are not authorized to receive any form of overtime compensation, formal or informal.

E. Appointing authorities may approve overtime-exempt employee absences with pay for extraordinary and excessive hours worked, without charging leave.

F. If they give notification and receive the Employer's concurrence, overtime-exempt employees may alter their work hours. Employees are responsible for keeping management apprised of their schedules and their whereabouts.

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G. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.

For the Union:

For the Employer:

date

date

ARTICLE _____

LAYOFF AND RECALL

X.1 The Employer will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article.

When it is determined that layoffs, other than a temporary layoff, will occur within a layoff unit, the Employer will provide the Union with:

A. As much advance notice as possible, but not less than thirty (30) calendar days notice;

B. Opportunity to meet with affected employees prior to the implementation of the layoff; and

C. An invitation to meet under the provisions of the Union-Management Communication Committee article of this contract.

D. The Employer will explore options including reduction of hourly employees.

X.2 Basis for Layoff

The reasons for layoffs include, but are not limited to, the following:

A. Lack of funds;

B. Lack of work; or

C. Organizational change.

Examples of layoff actions due to lack of work include, but are not limited to:

1. Termination of a project or special employment;

2. Availability of fewer positions than there are employees entitled to such positions;

3 Employee's ineligibility to continue in a position following its reallocation to a class with a higher salary maximum; or

4. Employee's ineligibility to continue, or choice not to continue, in a position following its reallocation to a class with a lower salary range maximum.

X.3 Voluntary Layoff, Leave of Absence or Reduction in Hours

An employee may volunteer to be laid off, take an unpaid leave of absence or reduce his or her hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an institution on unpaid leave at the same time, the Employer will determine who will be granted a leave of absence and/or reduction in hours based upon staffing needs. Employees who volunteer to be laid off may request to have their names placed on the appropriate layoff list for the job classifications in which they held permanent status.

X.4 Probationary Employees

Employees with permanent status will not be separated from state service through a layoff action without first being offered positions they have the skills and abilities to perform within their current job classification within the layoff unit currently held by probationary employees. Probationary employees will be separated from employment before permanent employees.

X.5 Temporary Layoff – Employer Option

- A. The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) per week due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary reduction of work hours.
- B. The Employer may temporarily layoff an employee for up to ninety (90) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary layoff.
- C. An employee who is temporarily laid off will not be entitled to:
1. Be paid any leave balance,
 2. Bump to any other position, or
 3. Be placed on a layoff register.

X.6 Layoff Units

- A. A layoff unit is defined as the entity or administrative/organizational unit within each institution used for determining the available options for employees who are being laid off.
- B. The layoff unit(s) for each institution covered by this Agreement are described in Appendix B.

X.7 Options within the Layoff Unit

- A. Employees will be laid off in accordance with seniority, as defined in Article X, Seniority. The Employer will determine if the employee possesses the

required skills and abilities for the position and the comparability of the position. The Employer may require updated information from the employee regarding their current skills and abilities. Employees being laid off will be provided one option within the layoff unit:

1. A funded vacant position for which the employee has the skills and abilities, within his or her current job classification.
2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within his or her current job classification.
3. A funded vacant position for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.
4. A funded filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.

B. The option will be determined, as specified above, in descending order of salary range and one progressively lower level at a time.

X.8 Institution-wide Options

A. In addition to the option offered in X.7 above, employees being laid off will be offered up to three comparable funded vacant positions within their college/district provided they meet the skills and abilities required of the position(s) and the positions offered are at the same or lower salary range as the position from which the employee is currently being laid off. If there are no

comparable vacant positions, the Employer will offer less than comparable funded vacant positions. The Employer will determine if the employee possesses the required skills and abilities for the position. The Employer may require may require updated information from the employee regarding their current skills and abilities.

B. For Seattle District 6 and Spokane District 17 only

If no options are available in X.7 and X.8A above, employees hired before July 1, 2005, will be provided one option within their District to:

1. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within his or her current job classification.
2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.

X.9 Notification to Permanent Employees

A. Except for temporary reduction in work hours and temporary layoffs as provided in X.5, permanent employees will receive written notice at least twenty (20) calendar days before the effective layoff date. The notice will include (a) the basis for the layoff; (b) the employee's layoff option(s) including any requirement for the employee to serve a transition review period; (c) the specific layoff lists for which the employee is entitled to placement; and (d) the date by when an employee must select a layoff option and the employee's right to grieve the layoff. The Union will be provided with a copy of the notice.

1 B. Except for temporary reduction in work hours and temporary layoffs as
2 provided in X.5, if the Employer chooses to implement a layoff action without
3 providing twenty (20) calendar days notice, the employee will be paid his or
4 her salary for the days that he or she would have worked had full notice been
5 given.

6
7 C. Employees will be provided five (5) calendar days to accept or decline, in
8 writing, any option provided to them. This time period will run concurrent
9 with the twenty (20) calendar days' notice provided by the Employer to the
10 employee.

11
12 D. Days are calendar days, and will be counted by excluding the first day and
13 including the last day of timelines. When the last day falls on a Saturday,
14 Sunday or holiday, the last day will be the next day which is not a Saturday,
15 Sunday or holiday.

16
17 **X.10 Salary**

18 Employees appointed to a position as a result of a layoff action will have their
19 salary determined as follows:

20
21 **A. Current Salary Level**

22 An employee who accepts another position with their current salary range will
23 retain his or her current salary.

24
25 **B. Lower Salary Level**

26 An employee who accepts another position with a lower salary range will be
27 paid an amount equal to his or her current salary provided it is within the
28 salary range of the new position. In those cases where the employee's current
29 salary exceeds the maximum amount of the salary range for the new position,
30 the employee will be compensated at the maximum salary of the new salary
31 range.

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C. Appointment from a Layoff List

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X.11 **Transition Review Period**

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1. Employees who are appointed from a layoff list to a position with the same salary range from which they were laid off will be paid the amount for which they were compensated when laid off plus any cost of living adjustments that occurred during the time they were laid off.
 2. Employees who are appointed from a layoff list to a position with a lower salary range than the position from which they were laid off will be paid an amount equal to the salary they were receiving at the time they were laid off provided it is within the salary range of the new position. In those cases where the employee's prior salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.
- A. The Employer will require an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification in which he or she has not held permanent status or has been appointed from a layoff list. The Employer may extend the transition review period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months.
- B. The Employer will have the authority to shorten an employee's transition review period. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.
- C. The Employer may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the appropriate layoff list. The employee will remain on the list until such time as

his or her eligibility expires or he or she has been rehired. Separation during the transition review period will be subject to the grievance procedure in Article X, up to the top internal step.

X.13 Recall

A. The Employer will maintain a layoff list for each job classification.

Permanent employees who are laid off may have their name placed on the register for the job classification from which they were laid off or bumped. Additionally, employees may request to have their name placed on the appropriate layoff list for other job classifications in which they have held permanent status. An employee's name will remain on the layoff list for two (2) years from the effective date of his or her layoff.

B. When a vacancy occurs within an institution and where there are names on a layoff list, the Employer will consider all of the laid-off employees in accordance with Article X, Hiring and Appointments, who have the skills and abilities to perform the duties of the position to be filled. An employee who is offered a comparable position and refuses the offer will have his or her name removed from the appropriate layoff list after three refusals.

1 **X.14 Project Employment**

2 A. Permanent project employees have layoff rights. Options will be determined
3 using the procedure outline in Section X.7 and X.8, above.

4
5 B. Permanent status employees who left regular classified positions to accept
6 project employment without a break in service have layoff rights within the
7 institution in which they held permanent status to the job classification they
8 held immediately prior to accepting project employment.

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10 For Union:

For Management:

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TA

September 17, 2004 2:00 pm

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APPENDIX B

HIGHER EDUCATION – WFSE

LAYOFF UNITS

College

Layoff Units

Bellevue Community College

1. Project employment
2. All other WFSE classified

Centralia College

1. Grants
2. Contracts
3. Project employment
4. Supervisors
5. All other non-supervisory WFSE classified

Everett Community College

1. Grants
2. Contracts
3. Project employment
4. All other WFSE classified

Green River Community College

1. Grants
2. Contracts
3. Project employment
4. Fiscal Agent
5. Supervisors
6. All other non-supervisory WFSE classified

Peninsula College

1. Grants
2. Contracts
3. Project employment

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4. All other WFSE classified

Seattle Community

1. Siegal Center (District Office)

College District

a. Grants

b. Contracts

c. Project employment

d. All other non-supervisory WFSE classified

2. North Seattle Community College

a. Grants

b. Contracts

c. Project employment

d. All other non-supervisory WFSE classified

3. Seattle Central Community College

a. Grants

b. Contracts

c. Project employment

d. All other non-supervisory WFSE classified

4. South Seattle Community College

a. Grants

b. Contracts

c. Project employment

d. All other non-supervisory WFSE classified

5. Seattle Vocational

a. Grants

b. Contracts

c. Project employment

d. All other non-supervisory WFSE classified

TA

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6. Supervisors

- a. Grants
- b. Contracts
- c. Project employment
- d. All other supervisory WFSE classified

Shoreline Community College

1. Grants
2. Contracts
3. Project employment
4. Exempted classified employees
5. Supervisors
7. Maintenance and Operations
8. All other non-supervisory WFSE classified

South Puget Sound

Community College

1. Grants
2. Contracts
3. Project employment
4. Supervisors
5. All other non-supervisory WFSE classified

Community Colleges of Spokane

1. District Administration
 - a. Grants
 - b. Contracts
 - c. Project employment
 - d. All other WFSE classified
2. Institute for extended learning
 - a. Grants
 - b. Contracts
 - c. Project employment

TA

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- 1 d. All other WFSE classified
 - 2
 - 3 3. Spokane Community College
 - 4 a. Grants
 - 5 b. Contracts
 - 6 c. Project employment
 - 7 d. All other WFSE classified
 - 8
 - 9 4. Spokane Falls Community College
 - 10 a. Grants
 - 11 b. Contracts
 - 12 c. Project employment
 - 13 d. All other WFSE classified
 - 14
 - 15 Tacoma Community College
 - 16 1. Grants
 - 17 2. Contracts
 - 18 3. Project employment
 - 19 4. All other WFSE classified
 - 20
 - 21 The Evergreen State College
 - 22 1. Project employment
 - 23 2. Supervisors
 - 24 3. All other non-supervisory classified
 - 25
 - 26 Whatcom Community College
 - 27 1. Grants
 - 28 2. Contracts
 - 29 3. Project employment
 - 30 4. All other WFSE classified
 - 31
- NOTE: Positions with multiple funding sources will be placed in the appropriate college “all other” layoff unit. In addition, employees hired prior to July 1, 2005 who would not otherwise be placed in a college “all other” layoff unit will be grandfathered into the appropriate college

TA

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“all other” layoff unit; except for the following layoff units: Centralia College, Garrett Heyns Education Center; Peninsula College, employees who are assigned to Department of Corrections programs; Community Colleges of Spokane, Head Start and Disabled Handicapped programs.

For Union:

For Management:

date

date

ARTICLE _____
LEAVE WITHOUT PAY

X.1 Leave without pay will be granted for the following reasons:

- A. Family and medical leave (Article X)
- B. Compensable work-related injury or illness leave (Article X)
- C. Military leave
- D. Cyclic employment

X.2 Leave without pay may be granted for the following reasons:

- A. Educational leave
- B. Child or elder care emergencies
- C. Governmental service leave
- D. Citizen volunteer or community service leave
- E. Conditions applicable for leave with pay
- F. Union Activities (Article X)
- G. Formal collective bargaining leave
- H. As otherwise provided for in this Agreement

X.3 **Limitations**

Leave without pay will be limited to twelve (12) months or fewer in any consecutive five (5) year period, except for:

- A. Compensable work-related injury or illness leave,
- B. Educational leave,
- C. Governmental service leave,
- D. Military leave,
- E. Cyclic employment leave,
- F. Leave for serious health condition taken under the provisions of the Family and Medical Leave article,
- G. Leave taken voluntarily to reduce the effect of a layoff,
- H. Leave authorized in advance by an appointing authority as part of a plan to reasonably accommodate a person of disability, or

I. Leave to participate in Union activities.

X.4 Returning Employee Rights

Employees returning from authorized leave without pay will be employed in the same position or in another position in the same job classification, as determined by the Employer, provided that such reemployment is not in conflict with other articles in this Agreement. The employee and the Employer may enter into a written agreement regarding return rights at the commencement of the leave.

X.5 Military Leave

In addition to fifteen (15) days of paid leave granted to employees for active duty or active duty training, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided in RCW 73.16 and applicable federal law.

X.6 Educational Leave

Leave without pay may be granted for educational leave for the duration of actual attendance in an educational program.

X.7 Child or Elder Care Emergencies

Leave without pay, compensatory time or paid leave, may be granted for child or elder care emergencies.

X.8 Cyclic Employment Leave

Leave without pay will be granted to cyclic employees during their off-season.

X.9 Government Service Leave

Leave without pay may be granted for government service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps leave.

X.10 Citizen Volunteer or Community Service Leave

Leave without pay may be granted for community volunteerism or service.

X.11 Formal Collective Bargaining Leave

Leave without pay may be granted to participate in formal collective bargaining sessions authorized by RCW 41.80.

X.12 Requests for leave without pay will be submitted in writing. The Employer will approve or deny leave without pay requests, in writing, within fourteen (14) calendar days when practicable and will include the reason for denial.

For the Union:

For the Employer:

TA

September 17, 2004 2:00 pm

Page 1 of 1

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ARTICLE _____

LEGAL DEFENSE

If bargaining unit employees become defendants in civil liability suits arising out of actions taken or not taken in the course of their employment for the state, they have the right to request representation and indemnification through their institution according to RCW 4.92.

For Union:

For Management:

date

date

ARTICLE _____

LICENSURE AND CERTIFICATION

X.1 The Employer will continue its current practices related to licensure and certification.

X.2 When the Employer requires a new license and/or certification, the Employer will reimburse the employee for the initial cost of the new license and/or certification.

Thereafter, the employee will be responsible for maintaining the license and/or certification and for all renewal costs.

X.3 Employees will notify their appointing authority or designee if their work-related license and/or certification has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their next scheduled shift, whichever occurs first.

ARTICLE _____

MANDATORY SUBJECTS

X.1 The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Union, with a copy to the Chief Union Steward, of these changes and the Union may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. In the event the Union does not request discussions and/or negotiations within fourteen (14) calendar days, the Employer may implement the changes without further discussions and/or negotiations. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.

X.2 The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

For the Union:

For the Employer:

date

date

ARTICLE _____

MANAGEMENT RIGHTS

X.1 Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, shall include but not be limited to, the right to:

A. Determine the Employer's functions, programs, organizational structure and use of technology;

B. Determine the Employer's budget and size of the institution of higher education's workforce and the financial basis for layoffs;

C. Direct and supervise employees;

D. Take all necessary actions to carry out the mission of the state and its institutions during emergencies;

E. Determine the Employer's mission and strategic plans;

F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;

G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;

H. Establish or modify the workweek, daily work shift, hours of work and days off;

I. Establish work performance standards, which include, but are not limited to the priority, quality and quantity of work;

J. Establish, allocate, reallocate or abolish positions and determine the skills and abilities necessary to perform the duties of such positions;

K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer and temporarily or permanently lay off employees;

L. Determine, prioritize and assign work to be performed;

M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;

N. Determine training needs, methods of training, and employees to be trained;

O. Determine the reasons for and methods by which employees will be laid-off; and

P. Suspend, demote, reduce pay, discharge and/or take other disciplinary actions.

X.2 The Employer has the right to exercise all of the above rights and the lawful rights, prerogatives and functions of management. The Employer's non-exercise of any right, prerogative or function shall not be deemed a waiver of such right or establishment of a practice.

For the Union:

For the Employer:

date

date

ARTICLE__

MISCELLANEOUS PAID LEAVES

X.1 **Bereavement Leave**

Up to three (3) days of paid bereavement leave will be granted for the death of any family member or household member that requires the employee's absence from work. Family members are defined for this purpose as mother, father, sister, brother, mother-in-law, father-in-law, spouse, grandparent, grandchild, son, daughter, stepchild, and a child in the custody of and residing in the home of an employee.

X.2 **Jury Duty Leave**

A. Leave of absence with pay shall be granted to employees for jury duty. Employees shall be allowed to retain any compensation paid to them for their jury duty service. Employees whose work shift is other than a day shift will be considered to have worked a full work shift for each workday during the period of jury duty.

B. The Employer shall not be responsible for per diem, travel expenses or overtime under this Article.

X.3 **Personal Leave**

A. An employee may choose one workday as a personal leave day during the life of this Agreement, if the employee has been continuously employed by the institution for more than four (4) months.

B. The institution will release the employee from work on the day selected for personal leave if:

1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.

2. The number of employees choosing a specific day off allows an institution to continue its work efficiently and not incur overtime.

C. Personal leave may not be carried over.

D. Personal leave is pro-rated for less than full-time employees.

E. The pay for a full-time employee's personal leave day is eight (8) hours.

F. Personal leave may be used to care for family members as required by the Family Care Act, Chapter 296-130 WAC.

This provision will expire with the expiration of the 2005-2007 Agreement.

NOTE: This article will replace the previous Tentative Agreements on Bereavement and Jury Duty.

For Union:

For Management:

date

date

ARTICLE ____

NON-DISCRIMINATION

X.1 Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, creed, national origin, political affiliation, status as a disabled veteran or Vietnam era veteran, sexual orientation, any real or perceived sensory, mental or physical disability, or because of the participation or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Section.

X.2 Employees who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor, or other management staff, or file a complaint in accordance with institution policy. In cases where an employee files both a grievance and an internal complaint regarding the same alleged discrimination, the grievance shall be suspended until the internal complaint process has been completed.

X.3 Both parties agree that unlawful harassment will not be tolerated.

X.4 Both parties agree that nothing in this agreement shall prevent the implementation of an approved affirmative action plan.

Eva Santos, Chief Spokesperson

Sherri-Ann Burke, Chief Spokesperson

Date: 6/18/04

ARTICLE _____

OVERTIME

X.1 Definitions

A. Overtime: Overtime is defined as time that an overtime-eligible employee:

1. Works in excess of forty (40) hours per workweek (excluding law enforcement employees);

2. Works in excess of one hundred and sixty (160) hours in a twenty-eight (28) day period and the employee is a law enforcement employee.

B. Overtime Rate: In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1-1/2) of an employee's regular rate of pay. The regular rate of pay will not include any allowable exclusions.

C. Work: The definition of work, for overtime purposes only, includes:

1. All hours actually spent performing the duties of the assigned job, rounded to the next quarter hour.

2. Travel time required by the Employer during normal work hours from one work site to another or travel time prior to normal work hours to a different work location that is greater than the employee's normal home-to-work travel time.

3. Paid leave scheduled at least one (1) work day in advance of being taken (the day of the request does not count as a day).

4. Holidays.

5. Any other paid time not listed below.

D. Work does **not** include:

1. Paid leave not scheduled at least one (1) work day in advance of being taken (the day of the request does not count as a day).
2. Leave without pay.
3. Additional compensation for time worked on a holiday.
4. Time compensated as standby, call back, or any other penalty pay.

X.2 **Overtime-Eligibility and Compensation**

Employees are eligible for overtime under the following circumstances:

A. Overtime-eligible employees who have prior approval and work more than forty (40) hours in a workweek shall be compensated at the overtime rate. An employee whose workweek is less than forty (40) hours will be paid at their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work more than forty (40) hours in a workweek.

C. Overtime-eligible law enforcement employees who have prior approval and work in excess of one hundred and sixty (160) hours in a twenty-eight (28) day period shall be compensated at the overtime rate.

X.3 **General Provisions**

A. The Employer will determine whether work will be performed on regular work time or overtime, the number, the skills and abilities of the employees required to perform the work, and the duration of the work.

B. The Employer will first attempt to meet its overtime requirements on a voluntary basis with qualified employees who are currently working. In the event there are not

1 enough employees volunteering to work, the supervisor may require employees to
2 work overtime. There will be no pyramiding of overtime.

3
4 C. If an employee was not offered overtime for which he or she was qualified, the
5 employee will be offered the next available overtime opportunity for which he or she
6 is qualified.

7
8 **X.4. Compensatory Time for Overtime-Eligible Employees**

9 **A. Compensatory Time Eligibility**

10 The Employer may grant compensatory time in lieu of cash payment for overtime to
11 an overtime-eligible employee, upon agreement between the Employer and the
12 employee. Compensatory time must be granted at the rate of one and one-half (1-
13 1/2) hours of compensatory time for each hour of overtime worked.

14
15 **B. Maximum Compensatory Time**

16 Employees may accumulate no more than one hundred and sixty (160) hours of
17 compensatory time.

18
19 **C. Compensatory Time Use**

20 Employees must use compensatory time prior to using vacation leave, unless this
21 would result in the loss of their vacation leave. Compensatory time must be used and
22 scheduled in the same manner as vacation leave, as in Article X, Vacation Leave.
23 The Employer may schedule an employee to use his or her compensatory time with
24 seven (7) calendar days notice.

D. Compensatory Time Cash Out

All compensatory time must be used by June 30th of each year. If compensatory time balances are not scheduled to be used by the employee by April of each year, the supervisor shall contact the employee to review his or her schedule. The employee's compensatory time balance will be cashed out every June 30th or when the employee separates from the Employer. Employers may continue their current practices with respect to compensatory time cash out when the employee transfers to another position.

For the Union:

For the Employer:

date

date

WFSE Higher Ed-Tentative Agreement

August 30, 2004 8:00 pm

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ARTICLE ____

PERFORMANCE EVALUATION

X.1 Objective

The performance evaluation process gives supervisors an opportunity to discuss performance goals with their employees and assess and review their performance with regard to those goals. Supervisors can then provide support to employees in their professional development, so that skills and abilities can be aligned with college mission and goals. Performance problems should be brought to the attention of the employee at the time of the occurrence to give him or her an opportunity to address the issue.

X.2 Evaluation Process

A. Employee work performance will be evaluated during probationary, trial service and transition periods and at least annually thereafter. Immediate supervisors will meet with employees at the start of their review period to discuss performance expectations. Employees will receive copies of their performance expectations as well as notification of any modifications made during the review period.

B. The supervisor will discuss the evaluation with the employee. The employee will have the opportunity to provide feedback on the evaluation. The discussion may include such topics as:

1. Reviewing the employee's performance;
2. Identifying ways the employee may improve his or her performance;
3. Updating the employee's position description, if necessary;
4. Identifying performance goals and expectations for the next appraisal period;
and
5. Identifying employee training and development needs.

WFSE Higher Ed-Tentative Agreement

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C. The performance evaluation process will include, but not be limited to, a written performance evaluation on forms used by the Employer, the employee's signature acknowledging receipt of the forms, and any comments by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. A copy of the final performance evaluation, including any employee or reviewer comments, will be provided to the employee. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.

D. If an employee disagrees with his or her performance evaluation, the employee has the right to attach a rebuttal.

E. The performance evaluation process is subject to the grievance procedure in Article X. The specific content of a performance evaluation is not subject to the grievance procedure.

X.3 Training on performance evaluations will be offered within one (1) year of the effective date of this Agreement.

For Union:

For Employer:

ARTICLE _____

PERSONNEL FILES

X.1 The Employer will maintain one (1) official personnel file for each employee. Human Resources will maintain the personnel file. This will not preclude the maintenance of all lawful files and records as needed by the Employer.

X.2 Each employee has the right to review his or her personnel file. The Employer will determine the location of personnel files. An employee may arrange to examine his or her own personnel file. Written authorization from the employee is required before any representative of the employee will be granted access to the personnel file. Review of the file will be in the presence of a human resource representative during business hours. The employee and/or representative may not remove any contents. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or his or her representative.

X.3 Employees may insert a reasonable amount of job related material in their personnel file that reflects favorably on their job performance. An employee may provide a written rebuttal to any information in the file that he or she considers objectionable.

X.4 Adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrongdoing will be promptly removed from the file.

X.5 When documents in an employee's personnel file are the subject of a public disclosure request under RCW 42.17, the Employer will provide the employee with a copy of the request at least seven (7) calendar days in advance of the intended release date.

X.6 Employees will be provided a copy of all adverse material at the time the materials are included in the personnel file.

TA

July 30, 2004 4:30 pm

Page 2 of 2

1

2 X.7 Information in personnel files will be retained only as long as it has a reasonable bearing
3 on the employee's job performance or upon the efficient and effective management of the
4 college/institution.

5

6 X.8 Anonymous material, not otherwise substantiated, will not be placed in an employee's
7 personnel file.

8

9 For Union

For Employer

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13 _____
7/30/04

7/30/04

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Tentative Agreement

5/6/04

PREAMBLE

This Agreement is made and entered into by the State of Washington, referred to as the “State”, on behalf of each separate institution of higher education, referred to as the “Employer”, and the Washington Federation of State Employees (WFSE), AFSCME Council 28, AFL-CIO, referred to as the Union.

The following are the Institutions of Higher Education:

<u>District</u>	<u>College</u>
8	Bellevue Community College
12	Centralia College
17	Community Colleges of Spokane
5	Everett Community College
10	Green River Community College
1	Peninsula College
6	Seattle Community College District
7	Shoreline Community College
24	South Puget Sound Community College
22	Tacoma Community College
21	Whatcom Community College
-	The Evergreen State College

For The Union:

For The Employer:

ARTICLE ____

PRESUMPTION OF RESIGNATION

X.1 Unauthorized Absence

When an employee has been absent without authorized leave and has failed to contact the Employer for a period of three consecutive days, the employee is presumed to have resigned from his or her position. The Employer will make reasonable attempts to contact the employee to determine the cause of the absence.

X.2 Notice of Separation

When an employee's resignation is presumed in accordance with Section X.1 above, the Employer will separate the employee by sending a separation notice to the employee by certified mail to the last known address of the employee. Such notice will include information regarding eligibility for continuation of medical benefits.

X.3 Petition for Reinstatement

An employee who has received a separation notice in accordance with Section X.2 above may petition the Employer in writing to consider reinstatement. The employee must provide proof that the absence was involuntary or unavoidable. The petition must be received by the Employer or postmarked within seven (7) calendar days after the separation notice was deposited in the United States mail.

X.4. Grievability

Denial of a petition for reinstatement is grievable. The grievance may not be based on information other than that shared with the Employer at the time of the petition for reinstatement.

For Union:

For Management:

Tentative Agreement

5/7/04

5:39pm

ARTICLE _____

PRINTING OF AGREEMENT

The Employer and Union will share the cost of printing this Agreement. The Employer and the Union agree that the State Printer will print the initial Agreement.

(By agreeing to this proposal, the Union agrees to withdraw the language in their Union Activity article, xx.21 and the last sentence in their Union Security/Payroll Deduction article, xx.4.)

For The Union:

For The Employer:

Sherri-Ann Burke Date
Chief Spokesperson

Eva Santos Date
Chief Spokesperson

ARTICLE _____

PRIVACY AND OFF-DUTY CONDUCT

X.1 Employees have the right to confidentiality related to personal information and personnel issues to the extent provided/allowed by law. The Employer, the Union and the employees will take appropriate steps to maintain such confidentiality.

X.2 The off-duty activities of an employee may be grounds for disciplinary action if said activities are a conflict of interest as set forth in RCW 42.52, are detrimental to the employee's work performance or the program of the institution, or otherwise constitutes just cause. Employees will report all arrests and any court-imposed sanctions or conditions that affect their ability to perform assigned duties to their Human Resources Office appointing authority within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

For Union

For Employer

8/16/04

8/16/04

Tentative Agreement

August 12, 2004 7:45 pm

Page 1 of 2

ARTICLE ____

REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

X.1 The Employer and the Union will comply with all relevant federal and state laws, and regulations providing reasonable accommodations to qualified individuals with disabilities.

X.2 An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation by submitting a request to the Employer.

X.3 Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at Employer expense. Medical information disclosed to the Employer will be kept confidential.

X.4 The Employer will determine whether an employee is eligible for a reasonable accommodation and the accommodation to be provided.

X.5 An employee with permanent status may be separated from service when the employer determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made by the Employer based on an employee's written request for disability separation or after obtaining a written statement from a licensed physician or licensed mental health professional. The Employer can require an employee to obtain a medical examination at Employer expense, from a licensed physician or licensed mental health professional of the Employer's choice. Evidence may be requested from the licensed physician or licensed mental health professional regarding the employee's limitations.

Tentative Agreement

August 12, 2004 7:45 pm

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X.6 When the Employer has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in any available position for which they qualify, or the employee requests separation due to disability, the Employer may immediately separate the employee.

X.7 The Employer will inform the employee in writing of the option to apply to return to employment prior to his or her separation due to disability. The Employer will provide assistance to individuals seeking reemployment under this article for two (2) years. If reemployed, upon successful completion of the employee's probationary period, the time between separation and reemployment will be treated as leave without pay and will not be considered a break in service.

X.8 A disability separation is not a disciplinary action. An employee who has been separated due to disability may grieve his or her disability separation only up to the final internal step of the grievance procedure. Disability separation at the employee's request is not subject to the grievance procedure in Article X.

For Union

For Employer

8/12/04

8/12/04

ARTICLE _____

SAFETY AND HEALTH

X.1 The Employer, Employee and Union have a significant responsibility for workplace safety.

A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act. (WISHA).

Reference: <http://www.lni.wa.gov/rules/wacs.htm>

B. Employees will comply with all safety practices and standards established by the Employer.

C. The Union will work cooperatively with the Employer on safety related matters and encourage employees to work in a safe manner.

X.2 The employee will take an active role in creating a safe and healthy workplace by reporting immediate safety issues to their supervisor(s), following the chain of command, and other safety issues to their safety committee and/or safety officer for review and action, as necessary. The Employer will address reported unsafe working conditions and take appropriate action.

X.3 The Employer will determine and provide the required safety devices, personal protective equipment and apparel, which employees will wear and/or use. If necessary, training will be provided to employees on the safe operation of the equipment prior to use.

X.4 Each Employer will form joint safety committees in accordance with WISHA requirements at each work location where there are eleven (11) or more employees. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate appointing authority for review and action, as necessary.

For Union:

For Employer:

date

date

TA

September 2, 2004 10:00 am

Page 1 of 1

ARTICLE ____
SAVINGS CLAUSE

Partial Invalidity

If any court or board of competent jurisdiction finds any article, section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion.

For Union:

For Employer:

date

date

WFSE Higher Ed-Tentative Agreement

August 31, 2004 2:25PM

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ARTICLE _____

SENIORITY

X.1 Definition

A. Seniority for classified employees will be defined as the employee's length of unbroken classified service. All time spent in leave without pay status will be deducted from the calculation of seniority, except when the leave without pay is taken for:

1. Military leave,
2. Compensable work related injury or illness leave,
3. Government service leave,
4. Reducing the effects of layoff,
5. Cyclic employment leave, and/or
6. Formal contract negotiations in accordance with RCW 41.80.

B. Time spent on a temporary layoff or when an employees work hours are reduced in accordance with Article X.5, Layoff and Recall, will not be deducted from the calculation of seniority.

C. Employees who are separated from state service due to layoff, and are reemployed within two (2) years of their separation date will not be considered to have a break in service.

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1 D. For the purposes of layoffs, a maximum of five (5) years' credit will be added
2 to the seniority of permanent employees who are veterans or to their
3 unmarried widows or widowers, as provided for in RCW 41.06.133 (13).

4
5 E. For employees who are separated due to disability and are reemployed in
6 within two (2) years, in accordance with Article X, Reasonable
7 Accommodation and Disability Separation, the time between separation and
8 reemployment will be treated as leave without pay and will not be considered
9 a break in service.

X.2 Ties

10
11
12
13 If two (2) or more employees have the same unbroken classified service date, ties
14 will be broken in the following order:

- 15
16 1. Longest continuous time within their current job classification;
17
18 2. Longest continuous time with the institution; and
19
20 3. By lot.

X.3 Seniority List

21
22
23
24 The Employer will prepare and post a seniority list. The list will be updated
25 annually and will contain each employee's name, job classification and seniority
26 date. Employees will have fourteen (14) calendar days in which to appeal their
27 seniority date to their Human Resource Office, after which time the date will be
28 presumed correct. A copy of the seniority list will be provided to the Union at the
29 time of posting.

X.4 Application

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Page 3 of 3

1

2

This Article will apply prospectively. Employees will retain their current
unbroken classified service date, which will become their seniority date.

3

4

For Union:

For Employer:

5

6

7

8

date

date

Tentative Agreement

July 30, 2004 4:30 pm

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Article _____

SHARED LEAVE

X.1 Shared leave. The purpose of the leave sharing program is to permit state employees, at no significantly increased cost to the state of providing leave, to come to the aid of another state employee who has been called to service in the uniformed services or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. For purposes of the leave sharing program, the following definitions apply:

A. "Employee's relative" normally will be limited to the employee's spouse, child, stepchild, grandchild, grandparent, or parent.

B. "Household members" is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

C. "Severe" or "extraordinary" condition is defined as serious or extreme and/or life threatening.

D. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

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E. "Uniformed services" means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.

X.2 Shared leave receipt.

A. An employee may be eligible to receive shared leave if the Employer has determined the employee meets the following criteria:

1. The employee suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or

2. The employee has been called to service in the uniformed services.

B. The illness, injury, impairment, condition, or call to service has caused, or is likely to cause, the employee to:

1. Go on leave without pay status; or

2. Terminate state employment.

C. The employee's absence and the use of shared leave are justified.

D. The employee has depleted or will shortly deplete his or her:

1. Vacation leave and sick leave reserves if the employee qualifies under subsection (1)(a) of this section; or

2. Vacation leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under subsection A.2. of this section.

Tentative Agreement

July 30, 2004 4:30 pm

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E. The employee has abided by institution/agency rules regarding:

1. Sick leave use if the employee qualifies under subsection A.1. of this section;

or

2. Military leave if the employee qualifies under subsection A.2. of this section.

F. The employee has diligently pursued and been found to be ineligible for benefits under chapter 51.32 RCW if the employee qualifies under subsection A.1. of this section.

X.3 Shared leave use.

A. The Employer will determine the amount of leave, if any, which an employee may receive. However, an employee will not receive more than two hundred sixty-one days of shared leave.

B. The Employer will require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the employee's required absence, the description of the medical problem, and expected date of return-to-work status. The Employer will require the employee to submit, prior to approval or disapproval, a copy of the military orders verifying the employee's required absence.

C. The Employer should consider other methods of accommodating the employee's needs such as modified duty, modified hours, flex-time or special assignments in lieu of shared leave usage.

D. Leave transferred may be transferred from employees of one district to an employee of the same district or, with the approval of the heads of both state agencies/higher education institutions, to an employee of another state agency/higher education institution.

Tentative Agreement

July 30, 2004 4:30 pm

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E. Vacation leave, sick leave, or all or part of a personal holiday transferred from a donating employee will be used solely for the purpose stated in this Article.

F. The receiving employee will be paid his or her regular rate of pay; therefore, the value of one hour of shared leave may cover more or less than one hour of the recipient's salary.

X.4 Leave donation. An employee may donate vacation leave, sick leave, or personal holiday to another employee for purposes of the leave sharing program under the following conditions:

A. The Employer approves the employee's request to donate a specified amount of vacation leave to an employee authorized to receive shared leave; and

1. The full-time employee's request to donate leave will not cause his or her vacation leave balance to fall below eighty hours. For part-time employees, requirements for vacation leave balances will be prorated; and

2. Employees may not donate excess vacation leave that they would not be able to take due to an approaching anniversary date; except when request for leave was denied and the leave was deferred.

B. The Employer approves the employee's request to donate a specified amount of sick leave to an employee authorized to receive shared leave.

The employee's request to donate leave will not cause his/her sick leave balance to fall below one hundred seventy-six hours after the transfer.

C. The Employer approves the employee's request to donate all or part of his or her personal holiday to an employee authorized to receive shared leave.

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1 1. That portion of a personal holiday that is accrued, donated as shared leave, and
2 then returned during the same calendar year to the donating employee, may be
3 taken by the donating employee.

4 2. An employee will be allowed to split the personal holiday only when donating
5 portion of the personal holiday to the shared leave program.

6 D. No employee may be intimidated, threatened, or coerced into donating leave for
7 purposes of this program.

X 5 Shared leave administration.

9 A. The calculation of the recipient's leave value will be in accordance with applicable
10 Office of Financial Management policies, regulations, and procedures. The leave
11 received will be coded as shared leave and be maintained separately from all other leave
12 balances. All compensatory time, sick leave, and vacation leave accrued must be used
13 prior to using shared leave when the employee qualifies for shared leave. Accrued
14 vacation leave and paid military leave allowed under RCW 38.40.060 must be used prior
15 to using shared leave for employees qualified under X.2. of this Article.

16 B. An employee on leave transferred under these rules will continue to be classified as a
17 state employee and will receive the same treatment in respect to salary, wages, and
18 employee benefits as the employee would normally receive if using accrued vacation
19 leave or sick leave.

20 C. All salary and wage payments made to employees while on leave transferred under
21 these rules will be made by the agency/institution employing the person receiving the
22 leave.

23 D. Where employers have approved the transfer of leave by an employee of one
24 agency/institution to an employee of another agency/institution, the agencies/institutions
25 involved will arrange for the transfer of funds and credit for the appropriate value of

Tentative Agreement

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leave in accordance with office of financial management policies, regulations, and procedures.

E. Leave transferred under this section will not be used in any calculation to determine an agency's/institution's allocation of full-time equivalent staff positions.

F. Any shared leave not used by the recipient will be returned to the donor(s).

The remaining shared leave is to be divided on a pro rata basis among the donors and reinstated to the respective donors' appropriate leave balances based upon each employee's current salary rate at the time of the reversion. The shared leave returned will be prorated back based on the donor's original donation.

G. Unused shared leave may not be cashed out but will be returned to the donors per subsection F. of this section.

H. An employee who uses leave that is transferred under this section will not be required to repay the value of the leave that he or she used.

X.6 This Article is grievable only through Step 3 of the Grievance Process, except The Evergreen State College, through Step 2.

For Union

For Employer

7/30/04

7/30/04

ARTICLE _____

SICK LEAVE

X.1 Sick Leave Accrual

Employees will accrue eight (8) hours of sick leave per month under the following conditions:

A. Employees working less than a full time schedule will accrue sick leave credit on the same proportional basis that their employment schedule bears to a full time schedule.

B. Sick leave credit will not accrue during leave without pay, which exceeds ten (10) working days in any calendar month.

X.2 Sick Leave Use

Sick leave may be used for:

A. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments.

B. Care of family members as required by the Family Care Act, Chapter 296-130 WAC.

C. A death of any relative that requires the employee's absence from work. Relatives are defined for this purpose as spouse, significant other, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of employee's spouse or significant other.

D. Childcare emergencies after the employee has exhausted all his or her accrued compensatory time. Use of sick leave for emergency childcare is limited to a maximum of three (3) days each per calendar year.

E. To care for a child under the age of eighteen with a health condition that requires treatment or supervision, or to make arrangements for extended care.

F. For family member's medical, dental or optical appointments when the presence of the employee is required, if arranged in advance with the Employer.

X.3 Use of Compensatory Time or Vacation Leave for Sick Leave Purposes

The Employer may allow an employee who has used all of his or her sick leave to use compensatory time or vacation leave for sick leave purposes.

X.4 Restoration of Vacation Leave

In the event an employee is injured or becomes ill while on vacation leave, the employee may submit a written request to use sick leave and have the equivalent amount of vacation leave restored. The supervisor may require a written medical certificate.

X.5 Sick Leave Reporting and Verification

An employee must promptly notify their supervisor on their first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If an employee is in a position where a relief replacement is necessary if they are absent, he or she shall notify their supervisor at least two hours prior to their scheduled time to report to work. If the Employer suspects abuse, the employer may require a written medical certificate for any sick leave absence. An employee returning to work after any sick leave absence may be required to provide written certification from his or her health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

X.6 Sick Leave Annual Cash Out

Each January employees are eligible to receive cash on a one (1) hour for four (4) hour basis for ninety six (96) hours or less of their accrued sick leave, if:

- 1 A. Their sick leave balance at the end of the previous calendar year exceeds four
2 hundred and eighty (480) hours;
3
4 B. The converted sick leave hours do not reduce their previous calendar year sick leave
5 balance below four hundred and eighty (480) hours; and
6
7 C. They notify their payroll office by January 31st that they would like to convert their
8 sick leave hours earned during the previous calendar year, minus any sick leave hours
9 used during the previous year, to cash.
10

11 All converted hours will be deducted from the employee's sick leave balance.
12

13 **X.7 Sick Leave Separation Cash Out**

14 At the time of retirement from state service or at death, an eligible employee or the
15 employee's estate will receive cash for his or her compensable sick leave balance on a
16 one (1) hour for four (4) hour basis. For the purposes of this section, retirement shall not
17 include "vested out of service" employees who leave funds on deposit with the retirement
18 system.
19

20 **X.8 Reemployment**

21 Former state employees who are re-employed within three (3) years of leaving state
22 service shall be granted all unused sick leave credits they had at separation.
23

24 For Union:

For Management:

25
26 _____
27 date

ARTICLE _____
STRIKES

Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform his or her official duties.

For the Union:

For the Employer:

date

date

WFSE Higher Ed-Tentative Agreement

August 31, 2004 1:00pm

Page 1 of 1

ARTICLE _____

SUSPENDED OPERATIONS

X.1 If the Chief Executive Officer or designee of the institution determines that the public health, property or safety is jeopardized and it is advisable due to emergency conditions to suspend the operation of all or any portion of the institution, the following will govern classified employees:

A. When prior notification has not been given, employees released until further notice after reporting to work, will suffer no loss in pay for the first day.

B. The following options will be made available to the affected employees who are not required to work for the balance of the closure:

1. Vacation leave, personal holiday; or

2. Accrued compensatory time (where applicable); or

3. Leave without pay.

C. Employees required to work during the disruption will receive one and one-half (1-1/2) times their regular pay for work performed during the period of suspended operation. Overtime worked during the closure will be compensated according to Article X, Overtime, of this Agreement.

X.2 The options listed in Section 1.B, above, will be made available to employees who are unable to report to work due to severe inclement weather.

For Union:

For Employer:

date

date

ARTICLE ____

TEMPORARY APPOINTMENTS

X.1 Temporary Appointments

The Employer may make temporary appointments. Individuals in temporary appointments are limited to one thousand fifty (1050) hours of work in any twelve (12) consecutive month period from the individual's original date of hire.

A. Represented Individuals. Individuals in temporary appointments who work between three hundred fifty (350) hours and one thousand fifty (1050) hours in the twelve (12) consecutive month period defined above who are members of the bargaining units identified in Appendix X represented by the Union are governed by the specific terms of this Article. Unless identified in X.8 below, no other Articles in this Agreement apply to represented individuals.

B. Non-Represented Individuals. All other individuals in temporary appointments who work less than one thousand fifty (1050) hours in the twelve (12) consecutive month period defined above are not covered by this Agreement.

The Employer may petition the Director of the Department of Personnel for approval of exceptions to the one thousand fifty (1050) hour threshold specified above.

X.2 Compensation

The Employer will continue current practices regarding compensation for represented individuals.

X.3 Hours of Work and Overtime

The Employer will assign the hours of work for represented individuals. All hours worked in excess of forty (40) hours in a seven (7) day workweek constitutes overtime.

Overtime hours will be compensated at a rate of one and one-half (1-1/2) times the represented individual's regular rate of pay.

X.4 Release Time for Interviews

Release time will be granted to represented individuals for the purposes of interviewing for positions within the employee's college.

X.5 Suspended Operations

If the Chief Executive Officer or designee of the institution determines that the public health, property or safety is jeopardized and it is advisable due to emergency conditions to suspend the operation of all or any portion of the institution, the following will govern represented individuals:

A. When prior notice has not been given, represented individuals released until further notice after reporting to work will be compensated for hours worked on the first day of the closure.

B. Represented individuals who are required to work during the disruption will receive their regular hourly rate for work performed during the period of suspended operation. Overtime worked during the closure will be compensated in accordance with X.3 above.

X.6. Remedial Action

A. If a represented individual has worked more than one thousand fifty (1,050) hours in the twelve (12) month period defined above, he or she may request remedial action from the Director of the Department of Personnel in accordance with Chapter 357-49 WAC. Following a director's review of the remedial action request, an individual may file exceptions to the director's decision in accordance with Chapter 357 WAC.

B. Remedial Action is not subject to the provisions of the Grievance Procedure specified in X.9 below.

X.7 Reasonable Accommodation

Sections X.1 through X.4 of Article X, Reasonable Accommodation and Disability Separation, apply to represented individuals.

X.8 Other Provisions

The following articles in this Agreement apply to represented individuals:

- Article X, Childcare Centers
- Article X, Commute Trip Reduction and Parking
- Article X, Drug and Alcohol Free Workplace
- Article X, Dues Deduction
- Article X, Employee Assistance Program
- Article X, Management Rights
- Article X, Non-Discrimination
- Article X, Personnel Files
- Article X, Safety and Health
- Article X, Term of the Agreement
- Article X, Travel
- Article X, Uniforms, Tools and Equipment
- Article X, Union Activities
- Article X, Union-Management Communication Committee

X.9 Grievance

For the purposes of this section, a grievance is defined as an allegation by a represented individual or group of represented individuals that there has been a violation, misapplication, or misinterpretation, of a provision of this Agreement that is applicable to represented individuals.

The provisions of Article X, Grievance apply to represented individuals as follows:

X.1 applies in its entirety.

X.2.A does not apply.

X.2.B-O apply in their entirety.

TA

September 2, 2004 8:00 p.m.

Page 4 of 4

X.3.A applies in its entirety.

X.3.B does not apply.

X.3.C Step 1 applies in its entirety.

X.3.C Step 2 applies in its entirety and is the final step in the Grievance Process. The remainder of Article X, Grievance does not apply.

For Union:

For Management:

date

date

ARTICLE XX – TERM OF AGREEMENT

X.1 All provisions of this Agreement will become effective July 1, 2005, and will remain in full force and effect through June 30, 2007, however, in accordance with RCW 41.80.090. if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.

X.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2006 and no later than January 31, 2006. In the event that such notice is given, negotiations shall begin at a time agreed upon by the parties.

For The Union:

For The Employer:

ARTICLE _____

TRAINING AND EMPLOYEE DEVELOPMENT

X.1 The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' abilities to perform their job duties. Training and employee development opportunities shall be provided to employees in accordance with institution policies and available resources.

X.2 Attendance at institution-required training will be considered time worked.

X.3 Initial Master Agreement Training

A. The Employer and the Union agree that training for managers, supervisors and union stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current union stewards, and the Employer will provide training to managers and supervisors on this agreement.

B. The Union will present the training to current union stewards within each bargaining unit. The training will last no longer than two (2) hours. The training will be considered time worked for those union stewards who attend the training during their scheduled work shift. Union stewards who attend the training during their non-work hours will not be compensated. The parties will agree on the date, time, number and names of stewards attending each session.

C. The Employer will arrange training on this initial Agreement for all bargaining unit employees.

X.4 Employees may communicate their education and skill development training desires annually through the performance evaluation process.

TA

September 2, 2004

Page 2 of 2

X.5 Employees who wish to use tuition fee waiver will be allowed to do so in accordance with Employer's current practice or policy provided it allows employees to register no later than the sixth class day.

For Union:

For Management:

date

date

Tentative Agreement

August 11, 2004 11:00 a.m.

Page 1 of 1

ARTICLE _____

TRAVEL

Employees required to travel in order to perform their duties will be reimbursed for any authorized travel expenses (e.g. mileage and/or per diem), in accordance with the regulations established by the Office of Financial Management and institution policy.

For Union

For Employer

8/11/04

8/11/04

ARTICLE _____

UNIFORMS, TOOLS AND EQUIPMENT

X.1 Uniforms

The Employer may require employees to wear uniforms. Where required, the Employer will determine and provide the uniform or an equivalent clothing allowance. The Employer will continue their current practices regarding the provision and maintenance of required uniforms and specialized clothing and footwear.

X.2 Tools and Equipment

As established by current practices, the Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace employer provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees are accountable for equipment and/or tools assigned to them and will maintain them in a clean and serviceable condition.

X.3 The Employer will make a reasonable effort to provide prior notice to employees when assigning tasks that require clothing other than normal attire.

For the Union:

For the Employer:

date

date

ARTICLE _____
UNION ACTIVITIES

X.1 Representation

Upon request, employees will have the right to representation at all levels on any matter adversely affecting their conditions of employment. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

X.2 Staff Representatives

A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of staff representatives and the campus for which they are responsible. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B. Staff representatives may have access to the Employer's offices or facilities within their campus jurisdiction to carry out representational activities. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the institution. The staff representative may meet with bargaining unit employees in non-work areas during their meal periods, rest periods, and before and after their shift.

X.3 Union Stewards

A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of current union stewards and their campus jurisdictions. The Union will maintain the list. The

1 Employer will not recognize an employee as a union steward if his or her
2 name does not appear on the list.

3
4 B. Union stewards will be granted a reasonable amount of time during their
5 normal working hours to investigate and process grievances in accordance
6 with Article X, Grievance Procedure. In addition, union stewards will be
7 released during their normal working hours to prepare for and attend meetings
8 scheduled by management within the steward's campus jurisdiction for the
9 following representational activities:

- 10
11 1. Investigatory interviews and pre-disciplinary meetings, in accordance with
12 Article X, Discipline,
13
14 2. Labor Management Communication Committees.

15
16 The union steward will obtain approval from his or her supervisor before
17 attending a meeting. Notification will include the approximate amount of
18 time the steward expects the activity to take. Any institution business
19 requiring the employee's immediate attention will be completed prior to
20 attending the meeting. Attendance at meetings during the union steward's
21 non-work hours will not be considered as time worked. Union stewards may
22 not use state vehicles to travel to and from a work site in order to perform
23 representational activities.

24
25 C. If the amount of time a union steward spends performing representational
26 activities is affecting his or her ability to accomplish assigned duties the
27 Employer will not continue to release the employee and the Union will be
28 notified.

29
30 **X.4 Use of State Facilities, Resources, and Equipment**

31 **A. Meeting Space and Facilities**

1 The Employer's campuses and facilities may be used by the Union to hold
2 meetings subject to the Employer's policy, availability of the space and with
3 prior written authorization of the Employer.
4

5 B. Supplies and Equipment

6 The Union and its membership will not use state-purchased supplies or
7 equipment to conduct union business or representational activities. This does
8 not preclude the use of the telephone for representational activities if there is
9 no cost to the Employer, the call is brief in duration and it does not disrupt or
10 distract from institution business.
11

12 C. E-mail, Fax Machines, the Internet, and Intranets

13 The Union and its members will not use state-owned or operated e-mail, fax
14 machines, the Internet, or intranets to communicate with one another
15 regarding union business. However, employees may use state-owned e-mail
16 to request union representation. In addition, shop stewards may utilize state
17 owned/operated equipment to communicate with the Union and/or the
18 Employer for the exclusive purpose of administration of this Agreement. Such
19 use will:
20

- 21 1. Result in little or no cost to the Employer;
- 22 2. Be brief in duration and frequency;
- 23 3. Not interfere with the performance of their official duties;
- 24 4. Not distract from the conduct of State business;
- 25 5. Not disrupt other State employees and will not obligate other employees to
26 make a personal use of State resources; and
- 27 6. Not compromise the security or integrity of State information or software.
28

29 The Union and its shop stewards will not use the above-referenced State
30 equipment for Union organizing, internal Union business, advocating for or
31 against the Union in an election or any other purpose prohibited by the

Executive Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer and may be subject to public disclosure.

X.5 Bulletin Boards

The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with a board or space. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethic laws and identified as union literature. Union communications may not be posted in any other location on the campus.

X.6 Time Off for Union Activities

A. Union-designated employees may be allowed time off without pay to attend union sponsored meetings, training sessions, conferences, and conventions. The employee's time off will not interfere with the operating needs of the institution as determined by management. If the absence is approved, the employees may use accumulated compensatory time, personal holiday, or vacation leave instead of leave without pay. However, employees must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation leave.

B. The Union will give the Employer a written list of the names of the employees it is requesting attend the above-listed activities, at least fourteen (14) calendar days prior to the activity.

X.7 Temporary Employment With the Union

With thirty (30) calendar days notice, unless agreed otherwise, employees may be granted leave without pay to accept temporary employment with the Union of a specified duration, not to exceed six (6) months. Provided the employee's time

off will not interfere with the operating needs of the institution as determined by management. The parties may agree to an extension of leave without pay up to an additional six (6) months. The returning employee will be employed in a position in the same job classification and the same geographical area, as determined by the Employer.

X.8 Employer Committee Meetings

The Employer will continue their current practices requesting nominees from the Union to serve on Employer committees, where deemed appropriate. Time spent serving on Employer committees will be considered time worked.

X.9 Employee Status Reports

A. By November 1st of each calendar year, the Employer will provide to the Union a list of all employees in the bargaining units. The written list will contain the employee's name, mailing address, job classification, department identifier and bargaining unit code. The Union will maintain the confidentiality of all employees' mailing addresses.

C. Quarterly, the Employer will provide the Union with a list of all employees who have been appointed to, separated from, or promoted out of the bargaining units. The written list will contain the employee's name, mailing address, job classification, department identifier, bargaining unit code and effective date of the action. The Union will maintain the confidentiality of all employees' mailing addresses.

For Union:

For Employer:

Date

Date

ARTICLE _____

UNION RECOGNITION

X.1 The State and the Employer recognize the Union as the exclusive bargaining representative for the employees described in Appendix A.

X.2 This Agreement covers the employees in the bargaining units described in Appendix A, entitled "Bargaining Units Represented by the Washington Federation of State Employees," but does not cover any statutorily-excluded positions, or any positions excluded in Appendix A. The titles of the jobs listed in Appendix A are listed for descriptive purposes only.

X.3 If the Public Employment Relations Commission (PERC) certifies the Union as the exclusive bargaining representative during the term of this Agreement for a bargaining unit in any of the Employer's institutions of higher education, the terms of this Agreement will apply.

For Union:

For Management:

Date

Date

Tentative Agreement

August 16, 2004 2:30 pm

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ARTICLE ____

UNION-MANAGEMENT COMMUNICATION COMMITTEE

X.1 Purpose

A Union-Management Communication Committee(s) will be established. The purpose of the committee(s) is to provide communication between the parties and to promote constructive union-management relations.

X.2 Committees

The committee(s) will meet, discuss and exchange information of a group nature and general interest to both parties:

A. Composition

The Employer and Union will be responsible for the selection of their own representatives. The committee(s) will consist of up to six (6) employer representatives and up to six (6) employee representatives. If agreed to by both parties, additional representatives may be added.

B. Participation

1. The Union will provide the Employer with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings if their absences do not cause a disruption of work.

2. Employees attending committee meetings during their work time will have no loss in pay. Attendance at meetings during employees' non-work time will not be compensated for or considered as time worked. The Union is responsible for paying any travel or per diem expenses of employee representatives.

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C. Meetings

All committee meetings will be scheduled on mutually acceptable dates and times. Agenda items will be exchanged prior to the meeting date. Each party may keep written records of meetings.

D. Scope of Authority

Committee meetings will be used for communications only, and the committee will have no authority to conduct any negotiations or modify any provision of this Agreement. Nothing in this Article or any committee's activities will be subject to the grievance procedure in Article X.

For the Union:

For the Employer:

date

date

ARTICLE _____

VACATION LEAVE

X.1 Employees will retain and carry forward any eligible and unused vacation leave that was accrued prior to the effective date of this Agreement.

X.2 **Vacation Leave Credits**

After six (6) months of continuous state employment, permanent full-time and less than full time employees will be credited with vacation leave they accrued during the previous six (6) continuous months, according to the rate schedule and vacation leave accrual below. Thereafter, full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.

X.3 **Vacation Leave Accrual**

Full time employees will accrue vacation leave according to the rate schedule below under the following conditions:

A. Employees working less than full time schedules will accrue vacation leave on the same proportional basis that their appointment bears to a full time appointment.

B. The scheduled period of cyclic year position leave without pay will not be deducted for purposes of computing the rate of vacation leave accrual for cyclic employees.

C. Vacation leave will not accrue during leave without pay which exceeds ten (10) working days in any calendar month, nor will credit be given toward the rate of vacation leave accrual except during military leave without pay.

1

2 **X.2 Vacation Leave Accrual Rate Schedule**

Full Years of Service	Monthly Rates	Hours Per Year
During the first year of continuous state employment	8 hrs	Ninety-six (96)
During the second year of continuous state employment	8 hrs, 40 mins	One hundred and four (104)
During the third and fourth year of continuous employment	9 hrs, 20 mins	One hundred and twelve (112)
During the fifth, sixth and seventh years of total state employment	10 hrs	One hundred and twenty (120)
During the eight, ninth and tenth year of total state employment	10 hrs, 40 mins	One hundred and twenty-eight (128)
During the eleventh year of total employment	11 hrs, 20 mins	One hundred and thirty-six (136)
During the twelfth year of total state employment	12 hrs	One hundred and forty-four (144)
During the thirteenth year of total state employment	12 hrs, 40 mins	One hundred fifty-two (152)
During the fourteenth year of total state employment	13 hrs, 20 mins	One hundred and sixty (160)
During the fifteenth year of total state employment	14 hrs	One hundred sixty-eight (168)
During the sixteenth and succeeding years of total state employment	14 hrs, 40 mins	One hundred seventy-six (176)

3

4 **X.3 Vacation Scheduling for 24/7 Operations**

5 Vacations requests will be considered on a first come, first served basis. In the event that
6 two or more employees request the same vacation period, the supervisor may limit the
7 number of people who may take vacation leave at one time due to business needs and
8 work requirements.

9

10 **X.4 Vacation Scheduling for All Employees**

11 A. Vacation leave will be charged in half (1/2) hour increments.

12

1 B. When considering requests for vacation leave the Employer will take into account the
2 desires of the employee but may require that leave be taken at a time convenient to
3 the Employer.

4
5 C. Employees will not request or be authorized to take scheduled vacation leave if they
6 do not have sufficient vacation leave to cover such absence.

7
8 D. Vacation leave will be approved or denied within ten (10) calendar days of the
9 request. If the leave is denied, a reason will be provided in writing.

10
11 **X.5 Family Care**

12 Employees may use vacation leave for care of family members as required by The Family
13 Care Act, Chapter 296-13 WAC.

14
15 **X.6 Vacation Cancellation**

16 Should the employer be required to cancel scheduled vacation leave because of an
17 emergency or exceptional business needs, affected employees may select new vacation
18 leave from available dates. In the event the affected employee has incurred non-
19 refundable, out of pocket, vacation expense, the employee may be reimbursed by the
20 Employer.

21
22 **X.7 Vacation Leave Maximum**

23 Employees may accumulate maximum vacation balances not to exceed two hundred and
24 forty (240) hours. However, there are two (2) exceptions that allow vacation leave to
25 accumulate above the maximum:

26
27 A. If an employee's request for vacation leave is denied by the Employer, and the
28 employee is close to the vacation leave maximum, the institution will grant an
29 extension for each month that the institution must defer the employee's request for
30 vacation leave.

B. An employee may also accumulate vacation leave days in excess of two hundred and forty (240) hours as long as the employee uses the excess balance prior to his or her anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

X.8 Separation

Any employee, who either resigns with adequate notice or retires, is laid-off or is terminated by the Employer, will be entitled to be paid for vacation leave credits. In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

For Union:

For Management:

date

date

ARTICLE _____

VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATIONS

X.1 In accordance with state and federal law, agencies and employees in bargaining units may agree to form Voluntary Employee Beneficiary Associations (tax-free medical spending accounts) funded by the retiree's sick leave cash out. Voluntary Employee Beneficiary Associations of employees covered by this Agreement will be implemented only by written agreement with the Union.

For The Union:

For The Employer:

Sherri-Ann Burke Date
Chief Spokesperson

Eva Santos Date
Chief Spokesperson

TA

August 16, 2004 3:00 pm.

Page 1 of 1

ARTICLE _____

VOLUNTEERS AND STUDENT WORKERS

The Employer will utilize volunteers and student workers only to the extent they supplement and do not supplant bargaining unit employees. Volunteers and student workers will not supervise bargaining unit employees.

For the Union:

For the Employer:

date

date

ARTICLE _____

COMPENSATION

X.1 Pay Range Assignments

A. Effective July 1, 2005, each classification represented by the Union will continue to be assigned to the same salary range of the "Washington State Salary Schedule for General Government and Higher Education – Effective July 1, 2001" (State Salary Schedule) as it was assigned on June 30, 2005. Effective July 1, 2005, each employee will continue to be assigned to the same range and step of the State Salary Schedule that he or she was assigned on June 30, 2005.

B. Effective July 1, 2005, all salary ranges and steps of the State Salary Schedule will be increased by 3.2%, as shown in Compensation Appendix A, attached.

C. Effective July 1, 2006, all salary ranges and steps of the State Salary Schedule which will become effective on July 1, 2005 will be increased by 1.6%, as shown in Compensation Appendix B, attached. This State Salary Schedule will remain in effect for twelve (12) months.

D. Employees who are paid above the maximum for their range on the effective dates of the increases described in X.1, Sub-Section B and C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

X.2 Classification Consolidation

Pursuant to RCW 41.06.136 (2) (b), the Employer will provide an estimated five million dollars (\$5,000,000) general fund-state to implement the initial phases of the Department of Personnel's Classification Consolidation Project.

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X.3 Salary Survey 25% of Prevailing Rate

The Employer will provide an estimated two million dollars (\$2,000,000) for the purpose of partial implementation of the 2002 salary survey listed in Appendix C. Effective July 1, 2005, salaries for classifications found to be more than 25% behind prevailing rate, in accordance with the Department of Personnel's 2002 Salary Survey, will be brought to within 25% of prevailing rate.

X.4 Pay for Performing the Duties of a Higher Classification

A. Employees who are temporarily assigned the full scope of duties and responsibilities for more than fifteen (15) calendar days to a higher level classification will be notified in writing and will be advanced to a step of the range for the new class, which is nearest to five percent (5%) higher than the amount of the pre-promotional step.

X.5 Establishing Salaries for New Employees and New Classifications

A. The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules as described in Compensation Appendices A and B, attached.

B. Upon request of the Union, the Employer will bargain the effects of a change to an existing class or newly proposed classification.

X.6 Periodic Increases

Employees will receive periodic increases as follows:

A. Employees who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of six (6) months of service, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range.

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B. Employees who are hired above the minimum step of the salary range will receive a two (2) step increase annually, on their hire date, until they reach the top of the pay range.

C. Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges in accordance with X.6, Sub-Section A above.

X.7 Salary Assignment Upon Promotion

A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.

B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

C. The Employer may grant higher increases in accordance with WAC 357-28-110.

X.8 Demotion

An employee who voluntarily demotes to another position with a lower salary range maximum will be placed in the new range at a salary equal to his or her previous base salary. If the previous base salary exceeds the new range, the employee's base salary will be set equal to the new range maximum.

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X.9 Transfer

A transfer is defined as an employee-initiated move of an employee from one position to another position within the College or District in the same class or a different class with the same salary range maximum. Transferred employees will retain their current base salary.

X.10 Reassignment

Reassignment is defined as an employer-initiated move of an employee within the College or District from one position to another in the same class or a different class with the same salary range maximum. Upon reassignment, an employee retains his or her current base salary.

X.11 Reversion

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class in which the employee most recently held permanent status, or movement to a class in the same or lower salary range, or separation placement onto the employer's internal layoff list. Upon reversion, the base salary the employee was receiving prior to promotion will be reinstated.

X.12 Elevation

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion in X.7 above.

X.13 Part-Time Employment

Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment. In the alternative, part-time employees may be paid the appropriate hourly rate for all hours worked.

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X.14 Callback

A. When an overtime-eligible employee has left the institution grounds and is called to return to the work station outside of regularly scheduled hours to handle emergency situations which could not be anticipated, he or she will receive three (3) hours penalty pay plus time actually worked. The penalty pay will be compensated at the regular rate; time worked will be in accordance with Article X - Hours of Work and Article X - Overtime.

B. Time worked by an overtime-eligible employee immediately preceding the regular shift does not constitute callback, provided time worked does not exceed two (2) hours or notice of at least eight (8) hours has been given. An employee on standby status called to return to the workstation does not qualify for callback pay.

C. Overtime-eligible law enforcement employees do not qualify for callback pay.

X.15 Shift Premium

A. Shift premium for employees assigned to a shift in which a majority of time worked daily or weekly is between 5:00 p.m. and 7:00 a.m. will be \$.50 per hour or \$87.00 per month.

B. Shift differential will be paid for the entire daily or weekly shift, which qualifies under X.15, Sub-Section A above. Shift differential may also be computed and paid at the above monthly rate for employees permanently assigned to a qualifying afternoon or night shift.

C. An employee assigned to a shift that qualifies for shift differential pay will receive the same shift differential for authorized period of paid leave.

D. When an employee is regularly assigned to an afternoon or evening shift that qualifies for shift differential, the employee will receive shift differential pay during temporary assignment, not to exceed five (5) working days, to a shift that does not qualify for shift differential.

X.16 Standby

A. An overtime-eligible employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:

1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home.

2. The Employer requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.

B. Standby status will not be concurrent with work time.

C. Employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status. Employees hired at The Evergreen State College prior to July 1, 2005, on standby status will be compensated at a rate of \$1.50 an hour or seven percent (7%) of their hourly base salary, whichever is greater, for time spent in standby status.

X.17 Relocation Compensation

A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions:

1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or

2. It is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.

B. If the employee receiving the relocation payment terminates or causes termination of his or her employment with the state within one year of the date of employment, the state will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff, or disability separation will not require the employee to repay the relocation compensation.

X.18 Salary Overpayment Recovery

A. When the Employer has determined that an employee has been overpaid wages, the Employer will provide written notice to the employee that will include the following items:

1. The amount of the overpayment;
2. The basis for the claim; and
3. The rights of the employee under the terms of this Agreement.

B. Method of Payback

The employee has the following options for paying back the overpayment:

1. Voluntary wage deduction
2. Cash
3. Check

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made. The employee and the Employer may agree to make other repayment arrangements.

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C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the Grievance Procedure, Article X, of this Agreement.

X.19 Special Pay Salary Ranges

The director of the Department of Personnel may adopt special pay salary ranges for positions based upon pay practices found in private industry or other governmental units. Current special pay practices at each institution will continue.

X.20 Multilingual/sign language/Braille premium pay

Whenever a classified position has a bona fide requirement for regular use of competent skills in more than one language, and/or sign language (AMESLAN), and/or Braille, the Employer will authorize premium pay of two (2) steps above the level normally assigned for that position, except for those instances where the position is allocated to a class that specifies these skills.

X.21 Dependent Care Salary Reduction Plan

The Employer agrees to maintain the current dependent care salary reduction plan that allows eligible employees, covered by this Agreement, the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by Federal tax law or regulation.

X.22 Pretax Health Care Premiums

The Employer agrees to provide eligible employees with the option to pay for the employee portion of health premiums on a pretax basis as permitted by Federal tax law or regulation.

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X.23 Medical/Dental Expense Account

Effective January 2006, the Employer agrees to allow insurance eligible employees, covered by the Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pretax basis as permitted by Federal tax law or regulation.

For Union:

For Management:

date

date

TENTATIVE AGREEMENT

ARTICLE _____

WORK-RELATED INJURY OR ILLNESS

X.1 Compensable Work-Related Injury or Illness Leave

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave during a period in which they receive time-loss compensation will receive full sick leave pay, minus any time-loss benefits. Employees who take vacation leave or compensatory time during a period in which they receive time-loss compensation will receive full vacation leave or compensatory time pay in addition to any time-loss payments. Notwithstanding Section X.1, Leave Without Pay Article, the Employer may separate an employee in accordance with Article X, Disability Separation.

For Union:

For Employer:

Date

Date